

WHITFIELD COUNTY

CITY OF DALTON

CITY OF TUNNEL HILL

CITY OF COHUTTA

CITY OF VARNELL

SERVICE DELIVERY STRATEGY

*A Blueprint for Efficient, Effective and Responsive
Government for the World's Carpet Capital*

ADOPTED JUNE 20, 1999

SERVICE DELIVERY STRATEGY

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GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

SERVICE DELIVERY STRATEGY

FOR WHITFIELD

COUNTY

PAGE 1

I. GENERAL INSTRUCTIONS:

- 1. Only one set of these forms should be submitted per county. The completed forms should clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and authority within the county in Section III below. It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.
4. For each service or service component listed in Section III, complete a separate Summary of Service Delivery Arrangements form (page 2).
5. Complete one copy of the Summary of Land Use Agreements form (page 3).
6. Have the Certifications form (page 4) signed by the authorized representatives of participating local governments. Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, page 4).
7. Mail the completed forms along with any attachments to:

Georgia Department of Community Affairs
Office of Coordinated Planning
60 Executive Park South, N.E.
Atlanta, Georgia 30329

For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at www.dca.servicedelivery.org, or call the Office of Coordinated Planning at (404) 679-3114.

Note: Any future changes to the service delivery arrangements described on these forms will require an official update of the service delivery strategy and submittal of revised forms and attachments to the Georgia Department of Community Affairs.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

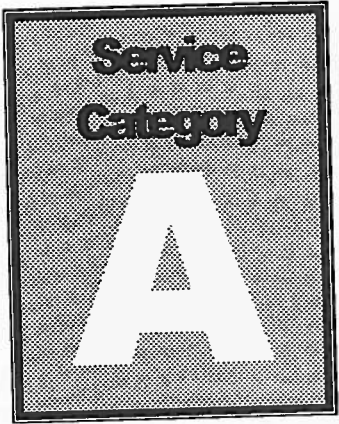
In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

- WHITFIELD COUNTY THE DALTON HOUSING AUTHORITY
THE CITY OF DALTON THE BOARD OF WATER, LIGHT AND SINKING FUND COMMISSIONERS
THE CITY OF TUNNEL HILL THE DALTON/WHITFIELD REGIONAL SOLID WASTE MGT. AUTH.
THE CITY OF COHUTTA DALTON UTILITIES
THE CITY OF VARNELL

III. SERVICES INCLUDED IN THE SERVICE DELIVERY STRATEGY:

For each service listed here, a separate Summary of Service Delivery Arrangements form (page 2) must be completed.

PLEASE SEE PART III. OF THE TABLE OF CONTENTS ON THE PRECEDING TWO (2) PAGES FOR A COMPLETE LIST OF THE SERVICES INCLUDED IN THIS SERVICE DELIVERY STRATEGY.



GOVERNMENT SERVICES

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: GOV'T ADMIN AND FINANCE

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES
**GOVERNMENT ADMINISTRATION
AND FINANCE**
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Government Administration and Finance** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The respective laws which created Whitfield County, the City of Dalton, the City of Tunnel Hill, the City of Cohutta and the City of Varnell require those entities to maintain a separate and independent **General Administration and Finance Department**.

Each General Administration and Finance Department oversees and monitors the operations of the government with which it is associated; including, but not limited to, the functioning of all services which that government provides and the departments which provide those services. Each General Administration and Finance Department also controls the receipts and expenditures of the government with which it is associated, and takes all actions necessary and appropriate to ensure the execution of the expressed will of the governing body of that government.

No duplication results from the maintenance of a separate and independent General Administration and Finance Department by Whitfield County, the City of Dalton, the City of Tunnel Hill, the City of Cohutta and the City of Varnell, as each Department performs its functions only in connection with the operations and activities of the government with which it is associated.

To the extent that two or more governments are involved in joint operations, the General Administration and Finance Departments of the involved governments provide enhanced service to the government with which said departments are associated than would otherwise be available from one merged General Administration and Finance Department, whether formed for all purposes, or specifically for such joint operations. Operating independently, each department is better able to focus specifically on the allocation of its government's resources to a particular joint operation with another government, so as to efficiently and effectively analyze that government's role in the joint operation within the context of other demands on its resources.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of government administration and finance services within Whitfield County, as Whitfield County, the City of Dalton, the City of Tunnel Hill, the City of Cohutta, and the City of Varnell maintain General Administration and Finance Departments which perform functions only in connection with the operations and activities of the government with which they are associated, and which, in the case of joint operations with other government(s), perform enhanced services for that government than would otherwise be available from one merged General Administration and Finance Department.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery

arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: ELECTION ADMIN. & OVERSIGHT

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change, with the exception of the informal agreement into which the City of Dalton has entered with Whitfield County, as is more fully described in the attached Service Delivery Agreement.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, with the exception of the informal agreement between the City of Dalton and Whitfield County noted above in number 4.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES
ELECTION ADMINISTRATION AND OVERSIGHT
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Election Administration and Oversight** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

a. *Voter Registration.*

Whitfield County is the sole provider of voter registrar services within Whitfield County. Whitfield County provides this service on a county-wide basis for all federal, state, and local elections.

b. Election Oversight

Whitfield County is the sole provider of comprehensive election oversight services within Whitfield County. The Senior Judge of the Whitfield County Superior Court appoints a three member **Board of Elections** which oversees and monitors all elections which are conducted in Whitfield County.

c. Voting Machines.

Whitfield County is the sole provider of voting machines to all polling precincts within Whitfield County. As Whitfield County owns said machines, Whitfield County is able to provide this service efficiently and effectively.

d. Polling Places and Poll Workers.

For each municipal election, the City of Tunnel Hill, the City of Cohutta and the City of Varnell provide polling places, while providing and compensating poll workers who monitor electoral activity at said polling places.

For each municipal election, the City of Dalton bears the responsibility of providing polling places and providing and compensating poll workers. The City of Dalton has entered into an informal agreement with Whitfield County whereby, for each of the City of Dalton's municipal elections, Whitfield County will provide and compensate poll workers, and provide polling places when the same cannot be located on property which the City of Dalton owns. The City of Dalton will reimburse Whitfield County for the cost of compensating said poll workers and providing such polling places.

For every election other than municipal elections, Whitfield County bears the sole responsibility of providing polling places and providing and compensates poll workers.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of election oversight and administration to the residents of Whitfield County, as the municipalities located within Whitfield County provide components of election administration and oversight for municipal elections which are functionally distinct from

the components of election administration and oversight which Whitfield County provides for all elections.

The parties hereto agree that, in consideration of the promises of each other to continue to provide election administration and oversight services at the level of service described herein, no party hereto shall act to alter or disrupt the specific service delivery arrangements described herein without first obtaining the agreement of the parties necessary for approval of the Service Delivery Strategy, as set forth in § 36-70-25, Official Code of Georgia Annotated.

IN WITNESS WHEREOF, we, the undersigned, have executed this Service Delivery Agreement on behalf of the above-named parties, pursuant to the authority granted to us in the resolutions by which each of said parties approved and adopted the Service Delivery Strategy, of which this Service Delivery Agreement is a part.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: PROP. TAX COLLECT. & ASSESS.

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:	Funding Method:
WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	
Agreement	Whitfield County, City of Dalton	See Exhibit "A"

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Agreement between City of Dalton and the Whitfield County Tax Commissioner, effective Oct. 1, 1996, until terminated by either party; further informal intergovernmental agreements, which shall take effect if and when necessary, as noted in the attached Service Delivery Strategy.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney
 Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No
 If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES
**PROPERTY TAX ASSESSMENT
AND COLLECTION
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Property Tax Assessment and Collection** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County and the City of Dalton have achieved a high level of cooperation and coordination in their efforts to assess and collect the property taxes which each government separately imposes on its residents. Pursuant to the authority granted in OCGA § 48-5-359.1, Whitfield County and the City of Dalton entered into an

Agreement on October 1, 1996, whereby Whitfield County agreed to prepare an annual tax digest for the City of Dalton, as well as assess, bill, and collect the City of Dalton's municipal taxes, including, but not limited to, delinquent accounts since January 1, 1990, in the same manner as it collects county taxes, invoking any permitted remedy for the collection of such municipal taxes. Whitfield County and the City of Dalton also made other mutual promises which are set forth in this Agreement, which include the City of Dalton's commitment to pay Whitfield County a set fee for each real estate parcel and personal property account upon which Whitfield County assesses, bills, and collects taxes on the City of Dalton's behalf. A copy of this Agreement is attached hereto as **Exhibit "A."**

Whitfield County carries out its duties under the above-referenced Agreement through the **Office of the Whitfield County Tax Commissioner**, with the assistance of the **Office of the Whitfield County Tax Assessor**. Pursuant to the requirement of OCGA § 48-5-359.1(a), the Whitfield County Tax Commissioner approved and signed the above-referenced agreement. Additionally, as OCGA § 48-5-359.1(a) permits the Whitfield County Tax Commissioner to contract for compensation from the City of Dalton for his services in implementing the above-referenced agreement, the City of Dalton and the Whitfield County Tax Commissioner entered into an **Agreement** for such compensation. A copy of this Agreement is attached hereto as **Exhibit "B."**

The City of Tunnel Hill, the City of Cohutta, and the City of Varnell do not impose separate property taxes on the date of this Agreement. Thus, the property taxes which Whitfield County imposes apply to property located within these municipalities in the same manner as such taxes apply to property located in the unincorporated areas of Whitfield County. Whitfield County has an informal, unwritten agreement with each of the City of Tunnel Hill, the City of Cohutta, and the City of Varnell to assess, bill, and collect any taxes these municipalities choose to impose in future years.

The City of Dalton's formal agreements with Whitfield County and the Whitfield County Tax Commissioner to assess, bill, and collect the City of Dalton's property taxes, along with Whitfield County's informal agreements with the City of Tunnel Hill, the City of Cohutta, and the City of Varnell to assess, bill, and collect any property taxes those municipalities choose to impose in future years, avoid any possibility of duplication in property tax assessment and collection among the local governments of Whitfield County.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in property tax assessment and collection by the local governments of Whitfield County, as the one municipality that currently imposes its own separate property taxes, the City of Dalton, has entered into formal Agreements with Whitfield County and the Whitfield County Tax Commissioner pursuant to which Whitfield County assesses, bills, and collects the City of Dalton's separately imposed property taxes; while all other local governments in Whitfield County have informally agreed with Whitfield County that Whitfield County will assess, bill, and collect any property taxes which those local governments choose to separately impose in future years.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

Georgia, Whitfield County

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October, 1996, by and between Whitfield County, a subdivision of the State of Georgia acting by and through its Board of Commissioners, hereinafter referred to as "the County", and the City of Dalton, a municipal corporation and corporate body politic of the State of Georgia acting by and through its Mayor and Board of Aldermen, hereinafter called "the City";

WITNESSETH:

WHEREAS, O.C.G.A. § 48-5-359.1(a) provides that a county and a municipality wholly located within such county may contract, subject to approval by the Tax Commissioner of the county, for the Tax Commissioner to prepare the tax digest for such municipality; to assess and collect municipal taxes in the same manner as county taxes; and, for the purpose of collecting such municipal taxes, to invoke any remedy permitted for collection of municipal taxes; and

WHEREAS, the City and the County desire to enter into such a contract; and

WHEREAS, the tax commissioner of the County approves of the within contract as indicated by his signature at the foot hereof; and

WHEREAS, the County and the City and taxpayers of both jurisdictions will benefit from making and entry of this Agreement;

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration herein recited to be taken and performed, the parties agree as follows:

EXHIBIT "A"

-1-

The County, acting through its Office of the Tax Commissioner, will prepare an annual tax digest for the City of Dalton.

-2-

The County, acting through its Office of the Tax Commissioner, will assess, bill and collect municipal taxes in the same manner as county taxes including but not limited to delinquent accounts since January 1, 1990, and , for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes.

-3-

In performing its duties under this contract, the County will prorate the taxes collected to each entity according to the percentage of each entity's bill to the whole tax amount due when a taxpayer pay pays a portion of their tax bill for any reason including but not limited to bankruptcy.

-4-

- a) The County shall remit to the City of Dalton all city taxes collected, including prorated portion of any partial payments, within five (5) business days.
- b) The County shall pay to the City interest on all taxes collected for the City from the date of collection at the same rate of interest actually earned by the County on the City's funds until the date of remittance to the City.

-5-

The City shall pay to Whitfield County the sum of two and fifty one hundredths (\$2.50) dollars per tax parcel for real estate and for each personal property account. The

County shall be entitled to deduct such fee upon remitting the tax which it has collected for the City.

-6-

The City will furnish to the County all information or documentation reasonable and necessary for the County to assess, bill and collect its municipal taxes and perform the County's duties under this contract.

-7-

As further consideration for this contract the County, acting through its Office of Tax Commissioner, shall prepare and submit to the City, attention City Clerk, the following documents and reports:

- a) For each calendar month written information formulated 1) by taxpayer and 2) summarizing by tax year and tax entity returning the following:
 - N.O.D.'s
 - Releases
 - Adjustments
 - Any other transactions except for refunds and collections that would increase or decrease the tax digest.

This report shall be furnished no later than the fifteenth day of the subsequent month.

- b) For each month a report containing an uncollected tax summary formulated 1) by tax payer and 2) by tax year and entity.

This report shall be submitted no later than the fifteenth day of the subsequent

month.

c) Document(s) to be submitted annually containing the following:

- 1) preliminary tax digest total;
- 2) exempt list by name;
- 3) exempt list by parcel;
- 4) parcel list in numerical order;
- 5) Downtown Dalton Development Authority (hereinafter "the DDDA")
by name (outstanding list);
- 6) DDDA by parcel (long list);
- 7) DDDA by parcel (short list);
- 8) Breakdown of city tax amounts by tax distribution;
- 9) Breakdown of city tax assessments by classification;
- 10) Copy of consolidation and evaluation of digest.

This information shall be provided on an annual basis on or before 15th

day of November of each year.

d) Document(s) pertaining to tax collections containing the following information:

- 1) School maintenance and operations;
- 2) Recreation maintenance and operations;
- 3) School bonds;
- 4) Building authority bonds;
- 5) Recreation Commission bonds;

- 6) General government;
- 7) Penalty for failure to file tax return;
- 8) DDDA;
- 9) Amount of interest paid by county on funds collected but not transferred in timely manner;
- 10) Any adjustments including but not limited to adjustments to N.O.D.'s, releases and refunds;
- 11) After taxes are delinquent, breakdown of interest and penalty collected.

This information shall be provided weekly on or before Friday of the subsequent week with remittances.

e) As to delinquent accounts, document(s) containing the following information:

- 1) Alphabetical list by tax year for personal property;
- 2) Alphabetical list by tax year for real estate;
- 3) Alphabetical list by tax year for DDDA;
- 4) Parcel list by tax year for real estate;
- 5) Parcel list by tax year for DDDA.

This information shall be provided for each month by the 10th day of the succeeding month.

-8-

The County, acting through its Office of Tax Commissioner, shall provide to the independent auditors of the City upon request a timely confirmation. For purposes foregoing a timely confirmation shall mean a confirmation of outstanding taxes as of

December 31st in writing on or before March 15th next succeeding the independent auditor's request for such confirmation.

-9-

The County shall provide access to the City to the records of the Office of the Tax Commissioner for purposes of the City of Dalton having performed its independent audit, reconciliation or any other lawful purpose.

-10-

This Agreement shall commence on October 1, 1996 and shall be automatically renewed on an annual basis unless either party notifies the other in writing of its wish to terminate this agreement not later than May 1st prior to any subsequent October 1st. Notice of termination must be sent by the United States Mail, certified mail-return receipt requested, and if to the County addressed as follows:

County Administrator
Whitfield County Board of Commissioners
Whitfield County Court House
P.O. Box 248
Dalton, GA 30722-0248

and

Office of Tax Commissioner
300 W. Crawford St.
Dalton, GA 30720;

and if to the City:

City Administrator
City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205.

-11-

TIME IS OF THE ESSENCE of this Agreement.

-12-

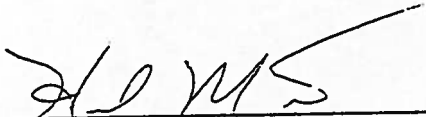
This Agreement constitutes the entire agreement between the parties as to the subject matter herein and may not be amended or modified except in writing signed by the parties.

-13-

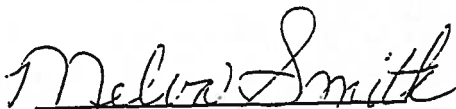
WHEREFORE, acting after valid authorizing resolutions, the County and the City through their authorized officers set their acting hands hereto on the date and year first above written.

Whitfield County, Georgia


BY:

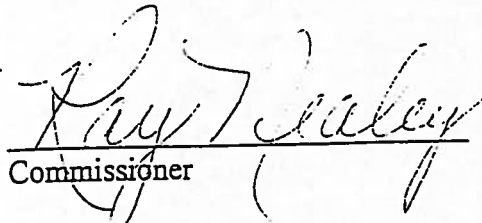

Chairman

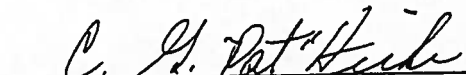
Attest:


Clerk

Board of Commissioners:


Commissioner


Commissioner


Commissioner

[Signature]
Commissioner

[Signature]
Tax Commissioner

City of Dalton

BY: [Signature]
Mayor

Attest:

[Signature]
City Clerk

[Signature]
Alderman

[Signature]
Alderman

[Signature]
Alderman

[Signature]
Alderman

Georgia, Whitfield County

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of October, 1996, by and between the City of Dalton, a municipal corporation and corporate body politic of the State of Georgia acting by and through its Mayor and Board of Aldermen, hereinafter called "the City", and DANNY SANE, the duly elected and qualified Tax Commissioner of Whitfield County, Georgia, hereinafter called "the Commissioner";

WITNESSETH

WHEREAS, the City desires to contract for the services of the Commissioner pursuant to the authority of O.C.G.A. § 48-5-359.1(a); and

WHEREAS, the City has simultaneously made and entered a contract with Whitfield County for preparation of the tax digest of the City and the assessment, billing and collection of its municipal taxes in the same manner as County taxes; and

WHEREAS, the Commissioner has approved that contract between the City and Whitfield County and agrees to perform the services required of his office for the implementation of such contract; and

WHEREAS, the City acknowledges that implementation of the contract between the City and Whitfield County enlarges the duties of the Commissioner and benefits the City;

NOW, THEREFORE, the City and the Commissioner make and enter into this Agreement in consideration of the mutual covenants and the good and valuable

EXHIBIT "B"

consideration paid and the undertakings to be hereinafter taken and performed, as follows:

-1-

The Commissioner will prepare the tax digest for the City and assess, bill and collect its municipal taxes in the same manner as County taxes including but not limited to all delinquent accounts since January 1, 1990, and , for the purpose of collecting such municipal taxes, invoke any remedy permitted for collection of municipal taxes, as well as perform such services as required in connection with the aforesaid contract between Whitfield County and the City made pursuant O.C.G.A. 48-5-359.1(a).

-2-

The City shall pay the Commissioner for his performance of such duties and services the annual sum of \$15,000 in monthly installments of \$1,250 due on the first day of each calendar month and payable no later than the 10th day of each calendar month. The parties acknowledge and recite that the Commissioner is performing such services as an independent contractor of the City and not as an employee and that the sums payable hereunder shall not be subject to federal or State withholding and that the City shall issue and file only a Form 1099 evidencing its payment to the Commissioner with State and federal authorities. The Commissioner shall be liable to pay all federal and State taxes due to federal and State governments on any sums paid by the City hereunder and shall hold the City harmless from any failure to otherwise report or pay over any such tax due to federal or State governments.

-3-

Payments shall be required to be made hereunder by the City to the Commissioner only so long as the Commissioner is the duly elected and qualified Tax Commissioner of Whitfield County, Georgia and the contract between the City and Whitfield County pursuant to O.C.G.A. § 48-5-359.1(a) is in effect.

-4-

This Agreement shall commence on October 1, 1996 and shall be automatically renewed from year to year unless either party notifies the other in writing of its wish to terminate this Agreement not later than May 1st prior to any subsequent October 1st. Notice of termination must be sent by the United States Mail, certified mail-return receipt requested, and if to the City addressed as follows:

City Administrator
City of Dalton
P.O. Box 1205
Dalton, GA 30722-1205;

and if to the Commissioner addressed as follows:

Danny Sane, Tax Commissioner
300 W. Crawford Street
Dalton, GA 30720.

5.

This Agreement constitutes the entire agreement between the parties and cannot be amended or modified except in writing signed by the parties hereto.

6.

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

WHEREFORE, the parties hereto have set their hands and seals hereto in duplicate original on the date and year first above written.

City of Dalton

By: James A. Middleton
Mayor

Attest:

Greg L. Martin
City Clerk

Kimberly McDonald
Alderman

Bobby Grant
Alderman

Paul White
Alderman

Raymond Hood
Alderman

Danny Sane
Tax Commissioner

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: PUBLIC BUILDINGS AND GROUNDS

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Informal intergovernmental agreements, if necessary, as noted in the attached Service Delivery Strategy.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

A MEM 1583
12/30/02

GOVERNMENT OPERATIONS
PUBLIC BUILDING AND
GROUNDS MAINTENANCE
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Buildings and Grounds Maintenance** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Excluding public buildings and grounds located within Whitfield County which the United States Government or the State of Georgia may own, the City of Dalton, the City of Tunnel Hill, the City of Cohutta, the City of Varnell and Whitfield County independently or jointly own all public buildings and grounds located within Whitfield

County. Each of these local governments bears sole responsibility for maintaining the public buildings and grounds within Whitfield County which it solely owns, regardless of the geographical location of such buildings and grounds. Such maintenance includes, but is not limited to, the funding and/or direct provision of upkeep, repairs, restoration, staffing, and utilities to those public buildings and grounds.

Under circumstances in which two or more of the local governments of Whitfield County jointly own any public building or grounds within Whitfield County, the governments which own those public buildings and/or grounds have entered into formal or informal agreements which divide maintenance responsibility among them, or which assign all maintenance responsibility to one of them.

No duplication exists in the maintenance of public buildings and grounds within Whitfield County, as each local government therein has a non-overlapping responsibility for the public buildings and grounds it solely owns, while formal or informal agreements regarding such maintenance between two or more local governments of Whitfield County which jointly own a public building and/or grounds ensure a clear division of responsibilities which avoids any duplication.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the maintenance of public buildings and grounds within Whitfield County by the local governments of Whitfield County, as each local government has a clearly defined, non-overlapping responsibility for such maintenance, whether in connection with a building and/or grounds it solely owns, or in connection with other buildings and/or grounds which it jointly owns with other local governments.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party

approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: COURT SERVICES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:	Funding Method:
WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/31/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney
 Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No
 If not, provide designated contact person(s) and phone number(s) below:

GOVERNMENT SERVICES
COURT SERVICES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Court Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The Georgia Constitution and applicable Georgia state law mandate or allow Whitfield County to provide and to maintain a Superior Court, a Magistrate Court, a Probate Court, and a Juvenile Court. As Whitfield County is the only local government within Whitfield County which may legally provide and maintain the above-referenced courts, no duplication is possible in the provision of court services in Whitfield County through those courts.

The City of Dalton and the City of Tunnel Hill maintain **Municipal Courts**, which hear and adjudicate matters which arise within the respective corporate limits of the City of Dalton and the City of Tunnel Hill, and which are within their subject matter jurisdiction as established by applicable law. Those Municipal Courts do not have jurisdiction over matters which arise outside the corporate limits of the City in which they are located. Thus, no possibility of duplication exists in the provision of court services in Whitfield County through the above-referenced Municipal Courts.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of court services within Whitfield County, as legal restrictions on the provision, maintenance, and jurisdiction of all of the courts which sit within Whitfield County prevent such duplication.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**Service
Category**

B

**PUBLIC HEALTH
&
WELFARE**

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: PUBLIC HEALTH SERVICES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:	Funding Method:
WHITFIELD COUNTY	General Fund, State Funding
CITY OF DALTON	-- No expenditures --
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC HEALTH & WELFARE
PUBLIC HEALTH SERVICES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Health Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of public health services county-wide within Whitfield County through the **Whitfield County Board of Health**. By virtue of Georgia State law, the Whitfield County Board of Health is the legal entity which is solely responsible for providing public health services within Whitfield County.

The Whitfield County Board of Health consists of the Chief Executive Officer of

the Governing Authority of the County, the County Superintendent of Schools, a physician, nurse or dentist (whom the County Governing Authority appoints), a health consumer (whom the County Governing Authority appoints), a consumer/nurse (whom the Governing Authority of the largest municipality of the County appoints), a health consumer (whom the County Governing Authority appoints specially to represent the interest of the county's needy, underprivileged, or elderly persons), and the Chief Executive Officer of the largest municipality in the county.

The County Board of Health's Chief Executive Officer is the District Health Director.

The Whitfield County Board of Health provides the its services and programs county-wide, which include, but are not limited to, immunization clinics, well-child clinics, communicable disease control, dental services for qualified children, family planning services, Women, Infants, and Children (W.I.C.) Program, Parental Clinics, Genetic Clinics, Environmental Health Services, and Health Education Programs.

No duplication exists in the delivery of public health services within Whitfield County, due to Whitfield County's status as the sole local government provider of such services in Whitfield County, by virtue of Georgia state law.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public health services within Whitfield County, as Whitfield County is the sole local government provider of such services within Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: AMBULANCE, EM. RESC., 1ST RES.

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:	Funding Method:
WHITFIELD COUNTY	General Fund, User Fees
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	General Fund
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/30/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Emergency Rescue Services Management Agreement between Whitfield County and Hamilton Emergency Medical Services, Inc., dated August 11, 1997, and currently effective; informal intergovernmental agreement between Whitfield County and the City of Cohutta, both as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC HEALTH & WELFARE
**AMBULANCE, EMERGENCY RESCUE
AND FIRST RESPONDER SERVICES**
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Ambulance, Emergency Rescue, and First Responder Services** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is authorized by law to provide ambulance and emergency rescue services within Whitfield County. Whitfield County has elected to provide this service on a countywide basis, through an agreement with Hamilton Emergency Medical Services, Inc. Under the terms of this agreement, Whitfield County owns and provides the

ambulance vehicles and Hamilton Medical Services, Inc., provides trained personnel, while operating and managing the operations of this service. Whitfield County provides the funding for this service.

The City of Dalton provides "first responder" services solely within the corporate limits of the City of Dalton, while Whitfield County provides such first responder services to the unincorporated areas of Whitfield County, to the City of Tunnel Hill, and to the City of Varnell. The City of Cohutta provides first responder services within the corporate limits of the City of Cohutta. By virtue of an informal agreement with Whitfield County, the City of Cohutta also provides first responder services to unincorporated areas of Whitfield County which are in close proximity to the City of Cohutta. Such services do not include "heavy rescue" services. To the extent such heavy rescue services become necessary within the corporate limits of the City of Cohutta, Whitfield County provides this enhanced level of first responder services.

First Responder services are limited to the dispatch of trained personnel to the site of an accident or other emergency. Said trained personnel do not transport injured individuals from the site of such an accident or emergency, as their role is specifically geared to stabilizing such injured individuals until an ambulance and/or other emergency rescue personnel are able to arrive on the scene. Thus, first responder services enhance, rather than duplicating, the ambulance and emergency rescue services which Whitfield County provides on a county-wide basis.

No duplication exists in the delivery of ambulance, emergency rescue, and first responder services within Whitfield County, as Whitfield County's is the sole provider of ambulance and emergency rescue service, while Whitfield County, the City of Dalton, and the City of Cohutta provide first responder service solely within the non-overlapping geographical boundaries described above, with the exceptions that Whitfield County provides heavy rescue first responder services to the City of Cohutta, and the City of Cohutta provides non-heavy rescue first responder services to unincorporated areas of Whitfield County which are in close proximity to the City of Cohutta.

Through this informal agreement, the City of Cohutta and Whitfield County provide enhanced first responder services to the City of Cohutta and to unincorporated areas of Whitfield County which are in close proximity to the City of Cohutta. The City of Cohutta can provide a quicker response than Whitfield County to non-heavy rescue situations in the unincorporated areas of Whitfield County which are in close proximity to the City of Cohutta, while Whitfield County can provide heavy rescue services within the corporate limits of the City of Cohutta when the same become necessary.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described

above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of ambulance, emergency rescue, and first responder services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: INDIGENT FUNERAL EXPENSES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	-- No expenditures --
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC HEALTH & WELFARE
INDIGENT FUNERAL EXPENSES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Indigent Funeral Expenses** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of indigent funeral expenses within Whitfield County. Whitfield County provides this service on a county-wide basis to qualifying individuals and families who are residents of Whitfield County.

No duplication exists in the delivery of indigent funeral expenses, due to Whitfield County's status of as the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of indigent funeral expenses to qualifying residents of Whitfield County, as Whitfield County is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: PUBLIC HOUSING

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	-- No expenditures --
CITY OF DALTON	Authority Operations, Federal Grants
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

HEALTH AND WELFARE
PUBLIC HOUSING
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Housing** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton is the sole provider of public housing within Whitfield County, all of said public housing being located within the corporate limits of the City of Dalton. The **Dalton Housing Authority**, operating pursuant to regulations and guidelines which the United States Department of Housing and Urban Development has established, provides public housing to qualifying recipients. While such recipients pay a portion of the fair market rental for such public housing, the City of Dalton subsidizes the remainder of

the fair market rental for this public housing, using federal grant moneys to fund such subsidies.

The Dalton Housing Authority holds title to the real estate and buildings in which it provides public housing. All of such real estate and buildings are located within the corporate limits of the City of Dalton. Thus, these public housing services are effectively limited to residents of the City of Dalton.

A five member Board of Directors manages the Dalton Housing Authority. The Mayor and Council of the City of Dalton appoint the members of this Board of Directors. The Board of Directors sets policy for the Dalton Housing Authority within the above-referenced federal regulations and guidelines.

No duplication exists in the delivery of public housing services in Whitfield County, due to the City of Dalton's status as the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public housing services to qualifying recipients, as the City of Dalton is the sole provider of said service, only within the corporate limits of the City of Dalton.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**Service
Category**

C

PUBLIC UTILITIES

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: WATER SERVICES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	Enterprise Fund, User Fees
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change, except for changes already imposed pursuant to the Utility Service Agreement between the Board of Water, Light and Sinking Fund Commissioners and Whitfield County, as described in the attached Service Delivery Agreement.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Utility Service Agreement between the Board of Water, Light and Sinking Fund Commissioners and Whitfield County, executed on September 14, 1998, and currently effective. Said Utility Service Agreement is described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499

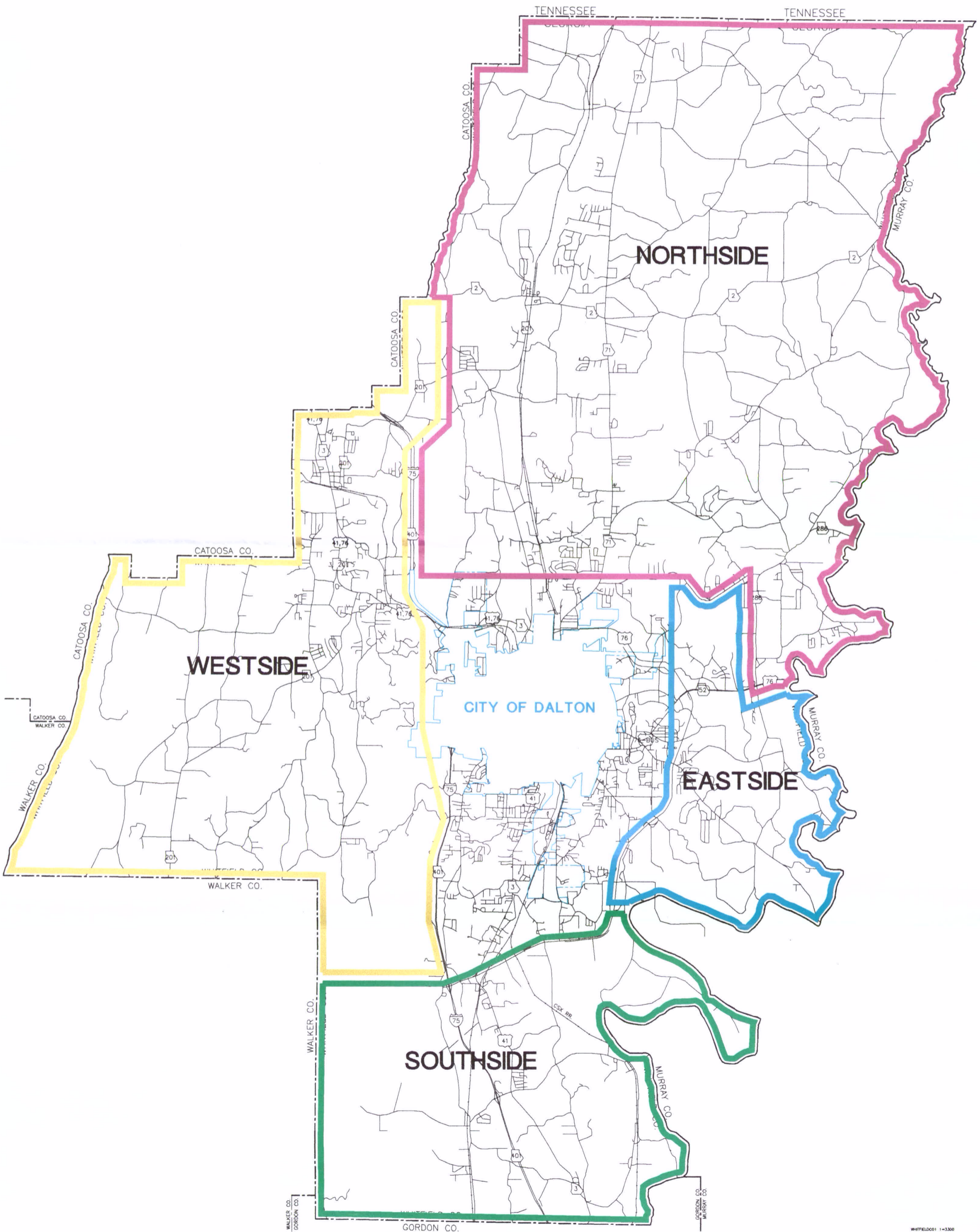
Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PAGE 2 (continued)

DALTON UTILITIES COUNTY WIDE WATER PROJECT



PUBLIC UTILITIES
WATER SERVICE
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Water Service** within Whitfield County:

WITNESSETH:

1. Description of Current Service Delivery Arrangement.

The provision of water services by Whitfield County or any municipality within its corporate limits is discretionary. To meet the needs of its citizens, the City of Dalton, in 1873, took the first steps to create a water works system, by local act of the Georgia Legislature. The City of Dalton, in 1913, by an act of the Georgia General Assembly, reorganized its utility division by creating the Board of Water, Light and Sinking Fund Commissioners, which governing body presently operates the utilities of the City of

Dalton. This Board and its operating entity (hereinafter "Dalton Utilities") presently provide gas, electric, water and sewer services to the City of Dalton, certain unincorporated portions of Whitfield County, and portions of Murray, Gordon, and Floyd. Other than the provision of utility services through Whitfield County to certain areas in the county, neither Whitfield County, nor any of the other municipalities within its borders own, operate or provide water, sewer, gas or electric services to their citizens. Sufficient electrical service has been provided to all county residents by Dalton Utilities, North Georgia Electric Membership Corporation and Georgia Power Company. The demands of the county and municipalities other than Dalton for potable water and sewage treatment have been satisfied by the drilling of wells and installation of individual septic systems.

With the growth of the entire county and its municipalities, greater demand has been made upon the area's natural resources. Lands ideal for installation and operation of wells and septic systems having been substantially developed, the development of less suitable lands has resulted in a growing need for the expansion of water throughout Whitfield County.

On September 14, 1998, as a result of detailed negotiation, the Board of Water, Light and Sinking Fund Commissioners entered into a Utility Service Agreement with Whitfield County. The Agreement reflects the commitment of Dalton Utilities to provide potable water throughout Whitfield County, as agreed upon between Dalton Utilities and Whitfield County. The method of payment for the capital improvements is described therein, and is viewed as beneficial to all parties involved. The Agreement having been negotiated and entered into subsequent to the passage of House Bill 489, the Agreement incorporates a goal of said law in assuring water rates which are based on the cost of providing the services, and not on arbitrary standards.

Whitfield County has designated a geographic area on its West Side as the first area of the county to receive a water system which shall provide potable water and increased fire protection to the area. Initial construction began in June, 1999. The Agreement allows for Whitfield County to designate additional areas of the county to be provided water.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of water service within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:



PUBLIC SAFETY

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: LAW ENFORCEMENT

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*AMENDED
12/30/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
LAW ENFORCEMENT
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Law Enforcement** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

The City of Dalton maintains a police force for the purpose of enhancing the safety of the persons who reside and the businesses which operate within the corporate limits of the City of Dalton. This enhancement in law enforcement services to the City of Dalton occurs due to the more intense and frequent patrolling and security checks which are possible due to the existence of a police force which operates solely within the corporate limits of the City of Dalton, and which, as a result, is capable of

quicker response times to incidents within the City of Dalton than the response times of the Whitfield County Sheriff's Department to areas within the City of Dalton.

The City of Tunnel Hill, the City of Cohutta and the City of Varnell also maintain separate police forces which operate solely within the respective corporate limits of those cities. The separate police force which each of the above-referenced municipalities maintains enhances law enforcement services in those municipalities for the same reasons the City of Dalton's police force provides an enhancement of law enforcement services to the City of Dalton, as described above.

The Whitfield County Sheriff's Department, an office mandated by the Georgia Constitution, has the jurisdiction to provide law enforcement services county-wide. As a matter of practicality and efficiency, however, it focuses its attention on providing law enforcement services to the unincorporated areas of Whitfield County, as well as to the City of Varnell, which does not maintain a certified police force.

No duplication exists in the delivery of law enforcement services to the residents of Whitfield County, as each law enforcement agency described above strives to work with other law enforcement agencies to provide efficient, effective, responsive, and comprehensive law enforcement services within Whitfield County. Each separate municipal police force mentioned above is limited to operating within the corporate limits of the city with which it is associated, while assisting other law enforcement agencies within Whitfield County when necessary. Each separate municipal police force within Whitfield County provides enhanced law enforcement services above those which the Whitfield County Sheriff's Department is able to provide, due to the extensive county-wide law enforcement responsibilities of the Sheriff's Department.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of law enforcement services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

Whitfield County Sheriff's Department to areas within the City of Dalton.

The City of Tunnel Hill, the City of Cohutta and the City of Varnell also maintain separate police forces which operate solely within the respective corporate limits of those cities. The separate police force which each of the above-referenced municipalities maintains enhances law enforcement services in those municipalities for the same reasons the City of Dalton's police force provides an enhancement of law enforcement services to the City of Dalton, as described above.

The Whitfield County Sheriff's Department, an office mandated by the Georgia Constitution, has the jurisdiction to provide law enforcement services county-wide. As a matter of practicality and efficiency, however, it focuses its attention on providing law enforcement services to the unincorporated areas of Whitfield County.

No duplication exists in the delivery of law enforcement services to the residents of Whitfield County, as each law enforcement agency described above strives to work with other law enforcement agencies to provide efficient, effective, responsive, and comprehensive law enforcement services within Whitfield County. Each separate municipal police force mentioned above is limited to operating within the corporate limits of the city with which it is associated, while assisting other law enforcement agencies within Whitfield County when necessary. Each separate municipal police force within Whitfield County provides enhanced law enforcement services above those which the Whitfield County Sheriff's Department is able to provide, due to the extensive county-wide law enforcement responsibilities of the Sheriff's Department.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of law enforcement services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:



**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: CORRECTIONAL FACILITIES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	
Agreement	Whitfield, Dalton, Tunnel Hill	10/4/74, as modified

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
CORRECTIONAL FACILITIES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of Correctional Facilities Services within Whitfield County:

1. Description of current Service Delivery Arrangements.

Whitfield County and the City of Dalton, as tenants in common, own real estate and improvements located at 502 West Waugh Street in the City of Dalton, Whitfield County, Georgia. The facility is known as the Community Correctional Center, and has been used as the community jail for Whitfield County and all of the municipalities located therein for an excess of 15 years.

The Whitfield County Sheriff, charged under state law with the responsibility of operating a county jail, reached agreement at the time of the opening of the facility with

the municipalities of the City of Dalton and the City of Tunnel Hill for the use of the county jail as a common jail for the benefit of all parties involved.

The terms of the original agreement have been modified from time to time; the present terms of the Agreement between the parties are as follows:

- a. Whitfield County accepts those prisoners subject to incarceration of and from the cities of Dalton and Tunnel Hill.
- b. Whitfield County provides booking services for all such prisoners including, but not limited to, personal property inventory, storage and return/disposal; maintenance of all jail booking forms, GCIC arrests/booking forms, fingerprinting, photographing and other identification services; and all other state required conduct towards state prisoners.
- c. Whitfield County provides prisoner maintenance services for all such prisoners including, but not limited to, meals, recreation, library and educational services and medical and dental services.
- d. Whitfield County provides bonding services for all such prisoners including, but not limited to, processing requests for the posting of bail/bond.
- e. The City of Dalton pays one-half of the following expenses where those expenses apply specifically to the incarceration of prisoners on a monthly basis: equipment purchases; repair and maintenance expenses for equipment; expenses of identification section of jail; janitorial supplies; building maintenance and utilities.
- f. The City of Dalton pays a monthly fee for the housing of its prisoners according to the following formula: the total amount for the support of prisoners (defined as salaries of bookkeeping officers, jailers, identification technicians and front desk personnel; office supplies for booking area; bonding for jail personnel; medical expenses for prisoners; food for prisoners; inmate book program cost; training and supplies for certification and recertification of jail staff; uniforms for inmates and jail personnel; and miscellaneous expenses incurred in housing prisoners) divided by the total prisoner days (defined as any part of any twenty-four (24) hour day a city prisoner is confined in a cell block or any expenses incurred for said prisoner) equals the per prisoner day cost. The per prisoner day cost is multiplied by the aggregate prisoner days of City prisoners.
- g. The City of Dalton is provided a detailed itemized invoice on a monthly basis and pays on the tenth (10th) day of the month following.

h. The City of Tunnel Hill pays to Whitfield County 10% of all penalties levied by its Municipal Court pursuant to the provisions of the Jail Construction Staffing Act (O.C.G.A. §15-21-90 et seq).

2. Future Service Delivery Strategy. The parties hereto agree that the current service delivery arrangements described above are efficient, effective, non-duplicative and responsive to all citizens of Whitfield County and that no need exists to change said service delivery arrangements at this time.

For informational purposes, Whitfield County is in the process of studying alternate solutions to the overcrowding of its facilities. It is likely that a new jail facility will be required in the near future which may encompass additions to the present jail facility or the construction of a totally new facility at a different location. It is anticipated that, once a determination is made as to the direction which Whitfield County desires to proceed, discussions will be instituted with all municipalities supporting municipal law enforcement offices to determine the most cost efficient method of providing detention facilities for all parties without duplication of services.

The parties hereto state that the Correctional Facility System in place provides to Whitfield County and the municipalities located therein non-duplicative services beneficial to all citizens of Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: FIRE FIGHTING & PREVENTION

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	General Fund
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, except for continued informal cooperation and coordination between the fire departments of the City of Dalton, Whitfield County, and the City of Cohutta, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
FIRE FIGHTING AND PREVENTION
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Fire Fighting and Prevention** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

Whitfield County, the City of Dalton, and the City of Cohutta each bear the responsibility for delivering fire fighting and prevention services to specifically identified areas of Whitfield County.

a. Fire Fighting Services.

Whitfield County and both of the above-referenced municipalities are responsible for delivering fire fighting services within their respective jurisdictions.

The City of Dalton and Whitfield County each fund and maintain an independently operated and professionally staffed Fire Department which serves the respective areas identified in the preceding paragraph by responding to and fighting fires and by maintaining fire fighting vehicles and equipment. Dalton Utilities maintains fire hydrants located within the corporate limits of City of Dalton. Whitfield County's Fire Department contracts with Dalton Utilities for the maintenance of fire hydrants where water service is available in the unincorporated areas of Whitfield County, while maintaining alternative sources of water for fighting fires in the City of Tunnel Hill, in the City of Varnell, and in unincorporated areas of Whitfield County where water service is unavailable.

The City of Cohutta maintains a volunteer Fire Department which bears the primary responsibility for responding to and fighting fires within the corporate limits of the City of Cohutta. The City of Cohutta funds and maintains fire fighting vehicles and equipment, as well as fire hydrants located within its corporate limits, for the purpose of delivering this service. The Whitfield County Fire Department provides dispatch service to the City of Cohutta's Fire Department, while responding itself in a backup capacity to fires it reports as being in progress within the City of Cohutta. The Whitfield County Fire Department's fire fighters will continue to the scene of a fire within the City of Cohutta and assist the City of Cohutta's Fire Department in extinguishing the fire if necessary, but the Whitfield County Fire Department's fire fighters depart from the scene of such a fire, or discontinue their travel to that scene, once they have received notification that the City of Cohutta's Fire Department has been able to bring the fire under control.

The City of Cohutta continues to provide its own volunteer fire service due to the fact that the Whitfield County Fire Department does not maintain a fire station, fire fighting equipment, or other fire fighting resources in the vicinity of the City of Cohutta. No duplication results from the arrangement the City of Cohutta's Fire Department has with Whitfield County's Fire Department, whereby Whitfield County's Fire Department backs up the fire fighting efforts of the City of Cohutta's Fire Department, as this arrangement provides a higher level of service to the residents of the City of Cohutta than the existing service Whitfield County's Fire Department is able to provide. The City of Cohutta's fire department can respond quickly and bring most normal fires under control, while many such normal fires could become devastating fires during the extra time necessary for Whitfield County's Fire Department to respond to them. The City of Cohutta's residents benefit from this additional level of fire protection, while the rest of Whitfield County's residents who live outside of the corporate limits of the City of

Dalton benefit from the lower cost which results from not having to send Whitfield County's professional fire fighters to battle normal fires in the City of Cohutta which the City of Cohutta's volunteer Fire Department is able to bring under control.

The City of Dalton's Fire Department and Whitfield County's Fire Department maintain a productive informal working relationship through which the two departments agree to trade off fire fighting responsibilities as to particular areas normally within the other department's service area, so as to achieve the greatest efficiency in the application of each department's resources. Additionally, each department provides backup assistance to the other department when necessary, as in cases when a particular fire within one department's service area is too large or uncontrollable for that department to extinguish alone.

Through this informal working relationship, the respective fire departments of the City of Dalton and Whitfield County eschew rigid territorial attitudes in favor of cooperation which enables both departments to collectively produce the most efficient and effective results for the citizens of Whitfield County. No duplication results from this informal working relationship and the informal agreements concluded as an incident thereto, as the high level of communication between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.

b. *Fire Prevention*

The City of Dalton is solely responsible for delivering fire prevention services within the corporate limits of the City of Dalton, and Whitfield County is solely responsible for delivering fire prevention services to unincorporated areas of Whitfield County, the City of Tunnel Hill, the City of Varnell, and the City of Cohutta.

These fire prevention services involve fire safety education, the investigation of the causes of particular fires, and the inspection of new and existing construction for potential fire hazards.

No duplication results from this arrangement to provide fire prevention services, as the respective fire departments of the City of Dalton and of Whitfield County provide such services solely within the non-overlapping boundaries set forth above.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of fire fighting and prevention services within Whitfield County, as:

a. The City of Cohutta's Fire Department provides a higher level of fire fighting service to the residents of the City of Cohutta than would otherwise be available under existing circumstances from the Whitfield County Fire Department. Any effort to upgrade Whitfield County's ability to provide professional fire fighting services to the City of Cohutta would involve significant expenditures, without any corresponding guarantee that such an upgrade would improve the level of fire fighting service the residents of the City of Cohutta already receive from their own volunteer fire department.

b. The City of Dalton's Fire Department and Whitfield County's Fire Department bear sole responsibility for delivering fire fighting and prevention services within the non-overlapping boundaries described above. Said boundaries are altered only when the high level of communication between the two departments indicates that an alteration of fire fighting responsibilities is necessary to more efficiently allocate the resources of the two departments. Even in the event of such boundary alterations or one department's rendering of assistance to the other department in fighting a fire, the high level of communication and coordination between the two departments ensures that the primary lines of responsibility for responding to and fighting fires in specified areas in Whitfield County remain clearly defined.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: DISPATCH/E-911 SERVICES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	Subscriber Billing, User Fees
CITY OF DALTON	-- No expenditures --
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/20/12*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Dispatch/E-911 arrangement currently in place, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
DISPATCH / E-911 SERVICES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia; and

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Dispatch / E-911 Services** within Whitfield County.

WITNESSETH

1. Description of Current Service Delivery Arrangements.

By resolution adopted October 3, 1988, Whitfield County, Georgia established a 911 enhanced telephone system subject to voter approval. On November 8, 1988 a majority of the votes cast in a county wide referendum supported the resolution, completing the establishment of the system.

A 911 planning committee was established by the Board of Commissioners with

representatives of emergency service providers throughout the county appointed to said committee including the City of Dalton and Whitfield County Fire Departments, City of Dalton Police and Whitfield County Sheriff's Departments, Georgia State Patrol and Hamilton Medical EMS, Inc. Hamilton Medical EMS, Inc., (hereinafter "HEMS") was and is a Georgia non-profit Corporation affiliated with the regional hospital located in Whitfield County which was responsible for providing ambulance and other medical emergency services to the community. Based on input from the committee a system was established for the providing of 911 Emergency Service. The System has since had minor modifications and now operates as follows:

- a. Enhanced 911 service is provided throughout Whitfield County (both within and without the incorporated areas of the county) with HEMS, in addition to its responsibilities with regard to ambulance/medical services, being designated as the answering center for all 911 calls.
- b. Acting as a "gatekeeper", HEMS receives emergency calls of all types as well as non-emergency medical assistance calls. All 911 calls, received by HEMS are immediately routed to the appropriate agency for appropriate response.
- c. HEMS staffs its facilities for the dual purposes of providing services to the regional hospital and providing enhanced 911 service to Whitfield County's residents. Whitfield County pays HEMS the sum of \$600,000.00 per year to offset that portion of HEMS services provided to support 911 services. The dispatch services of each agency are likewise staffed at such agency's expense. Each agency maintains autonomous control of its dispatch facilities and personnel.
- d. All equipment necessary for the providing of enhanced 911 emergency service is provided by Whitfield County which entity purchases necessary equipment with monies generated by a monthly 911 charge as allowed by the Georgia Emergency Telephone Number "911 Service Act of 1977" as amended (O.C.G.A. §46-5-120 ET SEQ).

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of dispatch / E-911 services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: CIVIL EMERGENCY MANAGEMENT

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
CIVIL EMERGENCY MANAGEMENT
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Civil Emergency Management** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of civil emergency management services within Whitfield County, to the extent that such services are defined as coordination and management of the public response to emergency conditions existing within Whitfield County, such as natural or man-made disasters. Whitfield County provides this service on a county-wide basis through **The Emergency Management Agency of Whitfield County**.

To the extent that the same becomes necessary during a civil emergency, the City of Dalton, the City of Tunnel Hill, the City of Cohutta, and the City of Varnell each provide emergency shelters for members of the general public who are in close proximity of such shelters, and who have a need for the same during the pendency of such a civil emergency. These shelters provide an enhancement to the civil emergency management services which the Emergency Management Agency of Whitfield County provides, as they provide a close safe haven for threatened individuals, easing the burden of the Emergency Management Agency's general duty to protect the public from a civil emergency.

No duplication exists in the delivery of civil emergency management services within Whitfield County, as Whitfield County, due to Whitfield County's status as the sole provider of general civil emergency management services, and due to the fact that the shelters which the municipalities of Whitfield County maintain provide enhancements to such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of civil emergency management services within Whitfield County, for the reasons set forth above.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: BUILDING INSPECTION & PERMITS

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, Permit Fees
CITY OF DALTON	General Fund, Permit Fees
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.
Agreements (2 separate)	Whitfield and Tunnel Hill; Varnell	See Exhibits "A", "B"

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, with the exception of Whitfield County's informal rendering of these services to the City of Cohutta upon request only.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499

Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
**BUILDING INSPECTION
AND PERMITTING
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a Service Delivery Strategy through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Building Inspection and Permitting** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County and the City of Dalton are the sole providers of building inspection and permitting services within Whitfield County.

The City of Dalton provides building inspection and permitting services solely within the corporate limits of the City of Dalton. The City of Dalton provides such

services through the City of Dalton's **Community Development Department**. The Community Development Department, prior to issuing building permits, performs all inspections which City of Dalton Development Regulations and Georgia Building Codes require, and certifies that the building for which it has been asked to issue a permit meets said Development Regulations and Building Codes. Further, the Community Development Department supervises the construction or reconstruction of all buildings within the corporate limits of the City of Dalton, and enforces the above-referenced Development Regulations through issuing citations for violations of the same.

Whitfield County provides building inspection and permitting services within the unincorporated areas of Whitfield County. Whitfield County also provides building inspection and permitting services within the corporate limits of the City of Tunnel Hill and the City of Varnell pursuant to the separate written agreements into which Whitfield County and those municipalities have entered. A copy of the written agreement between Whitfield County and the City of Tunnel Hill is hereto attached as **Exhibit "A,"** while a copy of the written agreement between Whitfield County and the City of Varnell is hereto attached as **Exhibit "B."**

Whitfield County provides building inspection and permitting services within the corporate limits of the City of Cohutta upon request only, as no written agreement exists between Whitfield County and the City of Cohutta for Whitfield County's delivery of such services.

Whitfield County provides building inspection and permitting services within the areas described above through the **Whitfield County Building Inspector**. Prior to issuing building permits in the unincorporated areas of Whitfield County, the Whitfield County Building Inspector performs all inspections which Whitfield County Development Regulations and Georgia Building Codes require, and certifies that the building for which it has been asked to issue a permit meets said Development Regulations and Building Codes. For inspections and permitting of buildings within the City of Tunnel Hill or the City of Varnell which the Whitfield County Building Inspector performs pursuant to the above-referenced agreements, the Whitfield County Building Inspector applies the dictates of the Building Codes of the City of Tunnel Hill or the City of Varnell, as applicable, in lieu of Whitfield County Development Regulations.

Further, the Whitfield County Building Inspector supervises the construction or reconstruction of all buildings within the unincorporated areas of Whitfield County, the City of Tunnel Hill, and the City of Varnell, and enforces the applicable Development Regulations and/or Building Codes through issuing citations for violations of the same.

No duplication exists in the provision of building inspection and permitting services within Whitfield County, as Whitfield County and the City of Dalton provide such services only within clearly defined, non-overlapping boundaries.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of building inspection and permitting services within Whitfield County, as Whitfield County and the City of Dalton provide such services only within clearly defined, non-overlapping boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

A G R E E M E N T

AGREEMENT entered into on this 8th day of February, 1994 between THE CITY OF TUNNEL HILL, GEORGIA, a municipal corporation, herein referred to as "City" and WHITFIELD COUNTY, GEORGIA, a body politic, herein referred to as "County", recites as follows:

WHEREAS, City is desirous of regulating the construction and renovation of buildings and other improvements within the city limits so as to provide safe and orderly development; and

WHEREAS, County, through its office of Building Inspector, oversees similar activities within the unincorporated portions of Whitfield County, Georgia; and

WHEREAS, City has determined that the most efficient method of undertaking the regulation of construction within its corporate limits as noted above is to contract with County for the providing by County, through its office of Building Inspector, of services to City as hereinafter described;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and County agree one with the other as follows:

1. The office of the Building Inspector shall enforce the provisions of the City Building Code relating to the construction, equipment, management and condition of all property within the corporate limits of City, and to issue, on behalf of City, citations for violations of said Code. In addition, the office of Building Inspector shall supervise the construction or reconstruction of all buildings within the corporate limits of City and shall report periodically to the City Council pertaining to his activities.
2. County shall be entitled to retain, for services rendered, all fees for permits for building structures as may be set from time to time by City.
3. Neither County nor any officer, agent or employee of County, including any officer, agent or employee of the office of Building Inspector, shall be liable to City for any damages that may accrue to persons or property as the result of any act required or permitted in the discharge by the office of Building Inspector of obligations undertaken by County under this Agreement.
4. City shall provide County, through its office of Building Inspector, copies of all City building, plumbing and electrical codes as may now or hereafter be adopted by City and shall further provide County, through its office of Building Inspector, a written charge list for permits for buildings and structures as may be now or hereafter adopted by City.

EXHIBIT "A"

5. This Agreement shall remain in effect until thirty (30) days after receipt by either party of written notice from the other of such party's intention to terminate the same.

This _____ day of _____, 1994.

THE CITY OF TUNNEL HILL, GEORGIA

By: Kenneth F. [Signature]
Authorized Representative

WHITFIELD COUNTY, GEORGIA

By: [Signature]
Authorized Representative

cld.924

AGREEMENT

AGREEMENT entered into on this 20th day of JUNE, 1995, ~~1994~~ between THE CITY OF VARNELL, GEORGIA, a municipal corporation, herein referred to as "City" and WHITFIELD COUNTY, GEORGIA, a body politic, herein referred to as "County", recites as follows:

WHEREAS, City is desirous of regulating the construction and renovation of buildings and other improvements within the city limits so as to provide safe and orderly development; and

WHEREAS, County, through its office of Building Inspector, oversees similar activities within the unincorporated portions of Whitfield County, Georgia; and

WHEREAS, City has determined that the most efficient method of undertaking the regulation of construction within its corporate limits as noted above is to contract with County for the providing by County, through its office of Building Inspector, of services to City as hereinafter described;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and County agree one with the other as follows:

1. The office of the Building Inspector shall enforce the provisions of the City Building Code relating to the construction, equipment, management and condition of all property within the corporate limits of City, and to issue, on behalf of City, citations for violations of said Code. In addition, the office of Building Inspector shall supervise the construction or reconstruction of all buildings within the corporate limits of City and shall report periodically to the City Council pertaining to his activities.
2. County shall be entitled to retain, for services rendered, all fees for permits for building structures as may be set from time to time by City.
3. Neither County nor any officer, agent or employee of County, including any officer, agent or employee of the office of Building Inspector, shall be liable to City for any damages that may accrue to persons or property as the result of any act required or permitted in the discharge by the office of Building Inspector of obligations undertaken by County under this Agreement.
4. City shall provide County, through its office of Building Inspector, copies of all City building, plumbing and electrical codes as may now or hereafter be adopted by City and shall further provide County, through its office of Building Inspector, a written charge list for permits for buildings and structures as may be now or hereafter adopted by City.

EXHIBIT "B"

5. This Agreement shall remain in effect until thirty (30) days after receipt by either party of written notice from the other of such party's intention to terminate the same.

This 11th day of July, ~~1994~~ 1995

THE CITY OF VARNELL, GEORGIA

By: Lindsey E. Moteal, Mayor
Authorized Representative

WHITFIELD COUNTY, GEORGIA

By: HO MS
Authorized Representative

cld.924

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: ANIMAL CONTROL

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, Fees, Fines
CITY OF DALTON	General Fund, Fees, Fines
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/30/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.
Agreements (2 separate)	Whitfield and Dalton; Tunnel Hill	Currently effective

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney
 Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No
 If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
ANIMAL CONTROL
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Animal Control** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of animal control services within Whitfield County. Whitfield County provides this service on a county-wide basis through the **Whitfield County Animal Control Office**.

Whitfield County provides animal control services to the City of Dalton and the City of Tunnel Hill by virtue of written agreements which Whitfield County has concluded with

each municipality, in which Whitfield County has committed to provide such services within the corporate limits of each municipality. Pursuant to its agreement with Whitfield County, the City of Dalton is obligated to reimburse Whitfield County for the cost of one animal control officer for the 1999 fiscal year. For each year thereafter, Whitfield County will bear this cost.

By virtue of the above-referenced agreements, Whitfield County Animal Control Officers are empowered to enforce the provisions of **Animal Control and Dangerous Dog** ordinances, both within all unincorporated areas of Whitfield County, as well as within the respective corporate boundaries of the City of Dalton and the City of Tunnel Hill.

No duplication exists in the delivery of animal control services within Whitfield County, due to Whitfield County's assumption by agreement with the above-referenced municipalities of the responsibility of being the sole provider of such service.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of animal control services within Whitfield County, as Whitfield County is now the sole provider of said services.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

SERVICE DELIVERY STRATEGY SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: ILLEGAL IMMIGRATION CONTROL

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?
 Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority:	Funding Method:
WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, except for continued support from the City of Dalton and Whitfield County for the Dalton-Whitfield Joint Immigration Task Force, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC SAFETY
ILLEGAL IMMIGRATION CONTROL
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Illegal Immigration Control** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The **Dalton-Whitfield Joint Immigration Task Force** has been the sole local provider of Immigration Control Services within Whitfield County since its creation in 1995. This Task Force assists and supplements the efforts of the United States Department of Justice Immigration and Naturalization Service (INS) to stem the tide of illegal immigration which has burdened the employment base, educational systems, law enforcement resources, and social service resources of Whitfield County and its

municipalities.

The Dalton-Whitfield Joint Immigration Task Force has developed eight main objectives, consisting of:

- a. Encouraging and assisting local employers in participating in the INS Employer Verification Program (EVP). This program allows employers to access INS database systems for the purpose of verifying employment eligibility documents.
- b. Targeting employers who consistently hire illegal aliens, and citing such employers with appropriate violations of applicable law.
- c. Locating, detaining, and facilitating the deportation of illegal aliens.
- d. Developing intelligence sources and identifying and bringing charges against illegal alien smugglers.
- e. Investigating and prosecuting illegal aliens who fraudulently obtain social services, such as welfare and food stamps.
- f. Identifying and prosecuting individuals or businesses which manufacture forged documents.
- g. Training law enforcement, government agencies, and employers on how to identify counterfeit documents.
- h. Developing a team of experts highly trained in local immigration and naturalization issues.

2. Future Service Delivery Strategy. The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of Immigration Control Services, as the Dalton-Whitfield Joint Immigration Task Force is the sole provider of such services to Whitfield County and the municipalities located therein, with the exception of federal Immigration Control Services provided through the efforts of the INS. The parties hereto agree that they will not provide any kind of Immigration Control Service without a modification of this Agreement.

The parties hereto state that the Immigration Control Services which the Dalton-

Whitfield Joint Immigration Task Force provides to Whitfield County and the municipalities located therein do not duplicate the efforts of the INS, but instead supplement said efforts with a more intensive, local focus on the problem of illegal immigration. Thus, the Dalton-Whitfield Joint Immigration Task Force, in combination with the INS, provides a higher level of service to Whitfield County and the municipalities located therein than would otherwise be available.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**Service
Category**

E

**CULTURE
&
RECREATION**

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: RECREATIONAL FACIL. & PROGRAMS

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, User Fees
CITY OF DALTON	General Fund, User Fees
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, except for continued joint entures, cooperation and coordination among and between the five local governments of Whitfield County in providing this service, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION
RECREATIONAL FACILITIES AND PROGRAMS
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(l), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Recreational Facilities and Programs** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County, the City of Dalton, the City of Tunnel Hill, the City of Cohutta, and the City of Varnell strive to achieve a high level of cooperation and coordination in their provision of recreational facilities and/or programs to the residents of Whitfield County. All five local governments share the primary objective to efficiently provide the widest variety of recreational opportunities to any resident of Whitfield County who wishes to take advantage of those opportunities.

While each of the five governments of and within Whitfield County provide similar recreational facilities and/or programs, this service delivery strategy does not involve any duplication of facilities and/or programs when considered in the context of the primary objective expressed above. The local governments in Whitfield County which provide recreational facilities have located those facilities within distinct areas with non-overlapping boundaries. To the extent that these local governments fund the construction and/or maintenance of such facilities outside of these boundaries, such funding constitutes a part of a joint venture with the other local government(s) of Whitfield County to provide a unique facility.

Most of the recreational programs which each local government in Whitfield County provides are conducted within the above-referenced distinct, non-overlapping boundaries, or within the corporate limits of the municipality which provides such programs. Any recreational program which Whitfield County or the municipalities located therein provide outside of their jurisdictional boundaries, or outside of the distinct, non-overlapping areas in which they provide facilities, compliments or assists the recreational programs which the other local governments of Whitfield County provide.

The City of Dalton provides recreational facilities and programs through the **Dalton Parks and Recreation Department**, which exists under the jurisdiction and oversight of the **Dalton Parks and Recreation Commission**. The Dalton Parks and Recreation Department conducts the daily maintenance and operations of recreational facilities and programs which the City of Dalton provides. This Department consists of forty-eight (48) full time employees. The Dalton Parks and Recreation Commission oversees the Parks and Recreation Department's activities, particularly its revenues from user fees and its expenditures in carrying out its duties as set forth above. This Commission also sets general policy for the City of Dalton's provision of recreational facilities and programs. The Dalton Parks and Recreation Commission consists of five (5) members whom the Mayor and Council of the City of Dalton appoint.

In addition to the parks and athletic facilities which the Dalton Parks and Recreation Department (hereinafter referenced as "DPRD") maintains within the corporate limits of the City of Dalton, DPRD provides programs such as youth athletics, adult athletics, instructional classes , swimming instruction, day camps, and particularly unique special events, such as a fishing rodeo and a Halloween carnival, at various locations within and without the corporate limits of the City of Dalton.

Whitfield County provides recreational facilities and programs through the **Whitfield County Recreation Department**, which exists under the jurisdiction and oversight of the **Whitfield County Recreation Commission**. The Whitfield County Recreation Department conducts the daily maintenance and operations of recreational facilities and programs which Whitfield County provides. This Department consists of

nine (9) full time employees, and eight (8) part time employees. The Whitfield County Recreation Commission oversees the Recreation Department's activities, particularly its revenues from user fees and its expenditures in carrying out its duties as set forth above. This Commission also sets general policy for Whitfield County's provision of recreational facilities and programs. The Whitfield County Recreation Commission consists of five (5) members whom the Whitfield County Board of Commissioners appoints.

The Whitfield County Recreational Department (hereinafter referenced as "WCRD") provides recreational facilities in the ten (10) Whitfield County Elementary School Districts, all of which are located outside of the corporate limits of the City of Dalton, and which include the City of Tunnel Hill, the City of Cohutta, and the City of Varnell. In close cooperation with the Whitfield County School Board, WCRD has located many of these recreational facilities on the campus of Whitfield County schools, so as to eliminate the need for these schools to construct their own recreational facilities, particularly athletic facilities.

WCRD provides recreational programs, such as youth athletics, at the recreational facilities it constructs and maintains. Additionally, WCRD provides administrative support to youth athletic programs which take place within the corporate limits of the City of Dalton, the City of Tunnel Hill, the City of Cohutta, and the City of Varnell. While athletic associations or commissions in these municipalities provide uniforms, equipment, and a majority of the funding and labor associated with youth athletic programs, WCRD provides league organization, rules, schedules, umpires, referees, and specific field maintenance to these youth activities.

WCRD is currently involved in a joint venture with DPRD to construct two (2) artificial turf soccer fields.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of recreational facilities and programs to Whitfield County's residents, as each local government within Whitfield County provides facilities and programs within distinct, nonoverlapping boundaries, while coordinating with other local governments to supplement and augment particular recreational facilities and programs outside of those boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: SENIOR CITIZEN RECR. & SOCIAL

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	Enterprise Fund, User Fees
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	General Fund
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

A.M.R. 12/30/02

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.
Contract	Whitfield, Dalton	See Exhibit "A"

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION
SENIOR CITIZEN
RECREATIONAL AND SOCIAL OPPORTUNITIES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Senior Citizen Recreational and Social Opportunities** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County and the City of Dalton have achieved a high level of cooperation and coordination in their provision of recreational and social opportunities to Whitfield County's senior citizens. By virtue of an agreement between the City of Dalton and Whitfield County, which both parties executed on July 15, 1984, and which is attached

hereto as "**Exhibit A**," a multi-purpose building was constructed as a **Senior Center**, so as to provide an appropriate facility for the activities of the **Seniors Program**. The Senior Program's mission is to provide recreational and social opportunities specially designed for all of Whitfield County's senior citizens. While the City of Dalton and Whitfield County developed the Senior Center and the Seniors Program for the use and enjoyment of Whitfield County's senior citizens, all residents of Whitfield County are welcome to use the Senior Center's facilities and participate in the Seniors Program's activities.

The above-referenced agreement between Whitfield County and the City of Dalton requires those two governments to fund the Senior Center and the Seniors Program on a 50%-50% basis. The City of Dalton's **Parks and Recreation Commission** receives and manages this joint funding, while overseeing the operation of the Senior Center, providing personnel to work at the Senior Center, developing the content of the Seniors Program, and conducting the Seniors Program.

The Commission has the duty to make an accounting report to Whitfield County and the City of Dalton of all revenues it receives and expenditures it makes on behalf of the Senior Center and the Seniors Program, as well as the duty not to co-mingle the funding it receives on behalf of the Senior Center and the Seniors Program with the general funding it receives for other purposes, programs, and functions.

To directly manage the daily operations of the Senior Center, the above-referenced agreement also created a three-member **Senior Advisory Committee**, which is more particularly composed of one member whom the City of Dalton appoints, one member whom Whitfield County appoints, and one member of the City of Dalton's Parks and Recreation Commission whom the Commission appoints. The Advisory Committee provides input and consultation concerning the operations of the Senior Center, while serving as a liaison body between staff, the City of Dalton's Parks and Recreation Commission, Whitfield County, and the City of Dalton.

The Senior Advisory Committee performs these duties by interacting with those personnel of the City of Dalton's Parks and Recreation Commission who are assigned by said Department to work at the Senior Center. The Committee also performs its duties by analyzing the input it receives from individuals and groups within Whitfield County concerning the Senior Center's facilities and programs, and by reporting the same to the City of Dalton's Parks and Recreation Commission through said Commission's personnel.

The Senior Advisory Committee also acts as the liaison between Whitfield County and the City of Dalton, and communicates information concerning the operations of the Senior Center and the Seniors Program to both governments. The Committee will play a key role in any deliberations between Whitfield County and the City of Dalton concerning the need for additional Senior Center facilities, and the future development, operation, and management of the Seniors Program.

The City of Cohutta will compliment and assist the services described above through its renovation of a community facility located within its corporate boundaries. Once this renovation is complete, said community facility will provide a meeting place for a senior citizens group which currently meets weekly at the First Baptist Church in the City of Cohutta, and which engages in various cooperative activities with the above-referenced Senior Center. Said community facility will also provide substantial recreational and social opportunities to the senior citizens who reside within, or in close proximity to, the corporate boundaries of the City of Cohutta.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the delivery of recreational and social opportunities to Whitfield County's senior citizens, as Whitfield County and the City of Dalton equally share the funding of the Senior Center and the Seniors Program, and the delegation of the oversight, maintenance and operational responsibilities for the Senior Center and the Seniors Program to the City of Dalton's Parks and Recreation Commission and to the Senior Advisory Committee are clearly set forth in the agreement attached hereto as "Exhibit A." Further, with the exception of the efforts of the City of Cohutta to renovate the community facility as set forth above, no other public entity in Whitfield County provides a facility or program which offers recreational and social opportunities specially designed for Whitfield County's senior citizens.

The efforts of the City of Cohutta augment and assist, rather than duplicating, the mission of the Senior Center to provide recreational and social opportunities to the residents of Whitfield County, as said efforts will provide such opportunities for those senior citizens who are not able to travel the distance to the Senior Center.

While the Senior Center and Seniors Program are open for the use and enjoyment of all of Whitfield County's residents, the Senior Center and Seniors Program provide a higher level of service than the other recreational programs and facilities which Whitfield County and the City of Dalton provide, due to their special focus on the needs of Whitfield County's senior citizens.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to

facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

CONTRACT

Agreement entered into this 15 day of July, 1984 by and between the City of Dalton, Whitfield County, and the Dalton Recreation Commission.

WHEREAS, the City of Dalton and Whitfield County have caused to be constructed a multi-purpose building as a Senior Center for the benefit of their senior citizens; and

WHEREAS, The City of Dalton and Whitfield County are desirous of providing services through the Center; and

WHEREAS, the Dalton Recreation Commission is desirous of operating programs through the Center;

NOW, THEREFORE, in consideration of the benefits flowing to each as hereinafter to appear, the parties agree as follows:

SECTION I

Scope Of Services

The Dalton Recreation Commission shall cause to be performed in a satisfactory manner the following services:

1. To develop and operate a recreation program through the Center designed to meet the social and recreational needs of the older residents of the City of Dalton and Whitfield County.
2. To develop a program of needs assessments for the Senior Citizens of Dalton and Whitfield County and methods by which to resolve the identified needs.
3. To act as a service information and referral agent for all older residents of Dalton and Whitfield County.
4. To continually monitor all services provided from the Senior Center to insure their quality and timely presentation to Center clients.

EXHIBIT "A"

5. To communicate with and give cooperative assistance to all agencies providing services from the Center.
6. To annually establish goals and objectives for the Center's operation through a cooperative effort of the Center's clients and service agencies.
7. To study and recommend solution of any problems related to the Dalton and Whitfield County Senior Community on request from the City of Dalton or the Whitfield County Commission.
8. To develop a budget for operation of the Center.
9. To develop policies and procedures for the operation of the Center.
10. To arrange for salaried staff necessary to develop and operate programs through the Center.
11. To confer with and receive the advice of the Dalton/Whitfield County Senior Advisory Committee.
12. To operate the Senior Center in accordance with the requirements of CFR 45, Part 1321.133, prohibition on sectarian use of a facility; and Part 1321.135, funding and use requirements.
13. To submit monthly reports to the North Georgia Area Planning and Development Commissions Area Agency on Aging.
14. To submit monthly fiscal reports to the Dalton/Whitfield County Senior Advisory Committee for its review.

SECTION II

Compensation

As scheduled by each governing authority, the Dalton Recreation Commission shall submit, in writing, to the City of Dalton and Whitfield County a proposed annual budget for the operation of programs through the Center. The City of Dalton and Whitfield County shall meet and consider the budget presented, and with any modifications as agreed between the City of Dalton and Whitfield County, an annual budget shall be established and agreed upon.

The City of Dalton and Whitfield County shall each pay, as billed quarterly, not more than one-half each of the total budget amount to the Dalton Recreation Commission. The Commission shall maintain individual and separate records regarding monies received and expended through the Senior Citizen Programs and the monies shall not be co-mingled with the Dalton Recreation Commission general funds.

SECTION III

Property Records

The Dalton Recreation Commission agrees to maintain property records on all equipment purchased in total or in part with the funds received from the City of Dalton and Whitfield County during the term of this contract or any renewal thereof. All properties so obtained shall be considered to be jointly owned by the City and County.

SECTION IV

Duration Of Contract

This contract shall have an initial term from the date of this contract through June 30, 1986, at midnight subject to the provisions of termination stated herein below. At the expiration of the initial term, this contract shall be automatically renewed for additional one year terms, unless written notice shall have been given by one of the parties of its notice to terminate this Agreement. Said notice shall not be effective unless received at least 60 days prior to the expiration of the contract term.

SECTION V

Modifications of Agreement

The parties to this contract may, from time to time, request changes in the scope of services to be performed hereinafter or the amount of compensation. Such changes, including any increase or decrease in the amount of the Dalton Recreation Commission's budget compensation (which must be mutually agreed upon between the City of Dalton and Whitfield County) and/or time limitations (which must be mutually agreed upon between the City of Dalton,

Whitfield County, and the Dalton Recreation Commission) shall be incorporated by written agreement and amended to this contract.

SECTION VI

Termination of Contract

Any party to this contract may terminate this contract by giving 90 days written notice to the other parties of such termination and specifying the effective date, thereof.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

THE CITY OF DALTON

BY: Jimmy L. Lyons Sr.

WHITFIELD COUNTY

BY: Jim W. Hunt

DALTON RECREATION COMMISSION

BY: Robert A. Jr.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION
HISTORIC PRESERVATION
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Historic Preservation** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton, Whitfield County, the City of Tunnel Hill, the City of Cohutta and the City of Varnell offer historic preservation services in specifically designated areas within Whitfield County. Whitfield County funds surveys and projects in support of historic preservation in the unincorporated areas of Whitfield County.

The City of Dalton provides support for historic preservation projects which are

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: HISTORIC PRESERVATION

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

located solely within the corporate limits of the City of Dalton through the **Historic Preservation Commission**.

The City of Tunnel Hill provides support for historic preservation projects which are located solely within the corporate limits of the City of Tunnel Hill through the **Tunnel Hill Historic Foundation**.

The City of Cohutta and the City of Varnell provide support to specific historic preservation projects which are located within their respective corporate limits.

No duplication exists in the delivery of historic preservation service, as each local government of Whitfield County provides such services only within clearly defined, non-overlapping boundaries.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of historic preservation services within Whitfield County, as each local government of Whitfield County provides such services only within clearly defined, non-overlapping boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: PUBLIC CEMETERY MAINTENANCE

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	-- No expenditures --
CITY OF DALTON	Enterprise Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

CULTURE & RECREATION
PUBLIC CEMETERY MAINTENANCE
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Cemetery Maintenance** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton and the City of Varnell ~~are~~ provide public cemetery maintenance within Whitfield County. The City of Dalton provides this service on a county-wide basis, as it maintains one cemetery located within the corporate limits of the City of Dalton which preserves the culture and heritage of all Whitfield County residents, and which provides a final resting place for all Whitfield County residents, former residents, and their families.

The City of Varnell provides public cemetery maintenance through one cemetery located within its corporate limits. The City of Varnell's maintenance of a public cemetery within its corporate limits provides an enhancement in this service to residents of the City of Varnell, as it enables the preservation of the particular culture and heritage of the City of Varnell's residents, while providing a final resting place for residents and former residents of the City of Varnell, as well as their families, which is closer to their homes than the City of Dalton's public cemetery.

Thus, no duplication exists in the delivery of public cemetery service within Whitfield County.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public cemetery service to Whitfield County, as the City of Dalton is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**Service
Category**

F

PUBLIC WORKS

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: AIRPORT FACILITIES

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	-- No expenditures --
CITY OF DALTON	Enterprise Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/30/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
AIRPORT FACILITIES
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Airport Facilities** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton is the sole provider of airport service within Whitfield County. The City of Dalton provides this service through the Dalton Airport Authority, which the City of Dalton established in January, 1987. The City of Dalton appoints a five (5) member Board of Directors to oversee the operations of the Airport Authority.

The Dalton Airport Authority's purposes are, without limitation, the control, operation

and general management of existing airports and landing fields which the City of Dalton now owns, or may acquire and/or develop in the future.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of airport service to Whitfield County, as the City of Dalton is the sole provider of said service.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: STREET LIGHT SERVICE

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	-- No expenditures --
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, except for any existing and future separate agreements between each of the above-referenced municipalities and electric service provider(s).

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
STREET LIGHT SERVICE
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Street Light Service** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton, the City of Tunnel Hill, the City of Cohutta and the City of Varnell provide street light service within Whitfield County. These municipalities provide this service **only** within their respective corporate limits through funding, construction, and maintenance of street lights.

The City of Dalton's Public Works Department contracts with Dalton Utilities for the

City of Dalton's purchase of the electricity necessary to illuminate said street lights.

The only publicly funded, constructed, and/or maintained street lights within Whitfield County which are not located within the corporate limits of the above-referenced municipalities are street lights which the United States government or the government of the State of Georgia fund, construct, and/or maintain for the purpose of illuminating federal or state roads and/or highways. Whitfield County does not provide street light service to the unincorporated areas of Whitfield County.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of street light service to Whitfield County, as the above-referenced municipalities provide said service only within their respective corporate boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: TRAFFIC ENGINEERING

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service..

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
TRAFFIC ENGINEERING
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Traffic Engineering** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Excluding traffic engineering services which the United States government or the State of Georgia may provide in connection with public roads and bridges in Whitfield County which either level of government owns, the City of Dalton and Whitfield County each bear sole responsibility for delivering traffic engineering services to specifically identified areas of Whitfield County.

These traffic engineering services include the location, placement, and maintenance of traffic lights, stop signs, and other traffic control devices; the location, placement, and maintenance of other appropriate motorist and pedestrian safety aids; the oversight of road, street, and bridge design; the painting of appropriate lines and other marks on streets and curbs; and other activities which manage and ease the flow of traffic in a rapidly growing county.

The City of Dalton is solely responsible for providing traffic engineering services within the corporate limits of the City of Dalton. Whitfield County is solely responsible for providing traffic engineering services to the unincorporated areas of Whitfield County, the City of Tunnel Hill, the City of Cohutta, and the City of Varnell. The City of Dalton provides traffic engineering services through a professional traffic engineer who is an employee of the City of Dalton; Whitfield County provides traffic engineering services through Whitfield County's Public Works Department.

No duplication exists in these service arrangements, as the City of Dalton and Whitfield County provide traffic engineering services within clearly defined, non-overlapping boundaries. The City of Tunnel Hill, the City of Cohutta, and the City of Varnell do not provide traffic engineering services. No local government of Whitfield County provides traffic engineering services to

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of traffic engineering services to Whitfield County, as the City of Dalton and Whitfield County provide such traffic engineering services within clearly defined, non-overlapping boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

PAGE 2

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: ROAD & BRIDGE CONSTR. & MAINT.

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, State and Federal Grants
CITY OF DALTON	General Fund, State and Federal Grants
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Answered
12/20/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name: Contracting Parties: Effective and Ending Dates:

Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service, except for continued informal cooperation and coordination between the public works departments of the City of Dalton and Whitfield County, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
ROAD AND BRIDGE
CONSTRUCTION AND MAINTENANCE
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Road and Bridge Construction and Maintenance** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangement.

Excluding public roads and bridges located within Whitfield County which are directly constructed and/or maintained by the United States federal government or by the State of Georgia, Whitfield County and the City of Dalton each bear sole responsibility for the construction and maintenance of specifically identified roads and bridges located within Whitfield County.

The City of Dalton is solely responsible for the construction and maintenance of roads and bridges which are located within the corporate limits of the City of Dalton, and Whitfield County is solely responsible for the construction and maintenance of roads and bridges which are located outside the corporate limits of the City of Dalton. Whitfield County's responsibilities in this area extend not only to unincorporated areas of Whitfield County, but also to the City of Tunnel Hill, the City of Cohutta, and the City of Varnell.

The City of Dalton and Whitfield County each fund and maintain an independently operated Public Works Department which discharges each entity's responsibilities for the construction and maintenance of roads and bridges.

The City of Dalton's Public Works Department and Whitfield County's Public Works Department maintain a productive informal working relationship through which the two departments trade off responsibilities as to particular roads and bridges, so as to achieve the greatest efficiency in the application of each department's resources. For example, the City of Dalton's Public Works Department may agree to extend its construction and/or maintenance activities to the portion of a road lying outside the corporate limits of the City of Dalton when said road originates within said corporate limits, in exchange for Whitfield County's agreement to assume construction and/or maintenance responsibility over another road which lies within the City of Dalton's corporate boundaries.

Through numerous informal agreements such as the agreement set forth in the preceding paragraph, the respective public works departments of the City of Dalton and Whitfield County eschew rigid territorial attitudes in favor of cooperation which enables both departments to collectively produce the most efficient and effective results for the citizens of Whitfield County. No duplication results from these informal agreements, as the high level of communication and coordination between the two departments ensures that one department bears the sole responsibility for the construction and/or maintenance of a particular road, section of road, or bridge.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the construction and maintenance of roads and bridges located within Whitfield County, as the City of Dalton's Public Works Department and Whitfield County's Public Works Department bear sole responsibility for the construction and/or maintenance of roads and bridges

located within the non-overlapping boundaries described above. Said boundaries are altered only when the high level of communication between the two departments indicates that such alteration is necessary to more efficiently allocate the resources of the two departments.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

Service: PUBLIC TRANSPORTATION

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund; State, Federal Grants; Fees
CITY OF DALTON	- No expenditures -
CITY OF TUNNEL HILL	- No expenditures -
CITY OF COHUTTA	- No expenditures -
CITY OF VARNELL	- No expenditures -

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
PUBLIC TRANSPORTATION
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Public Transportation** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County is the sole provider of public transportation services within Whitfield County. Whitfield County provides these services on a county-wide basis through the **Whitfield Transportation Service**. The Whitfield Transportation Service, while open to any person in Whitfield County who is willing to pay the established fare, and who arranges in advance for a pick-up in their area, is primarily designed for residents of Whitfield County who need assistance with travel within Whitfield County, due to health,

economic, or other reasons which limit their ability to travel independently.

The Whitfield Transportation Service operates pursuant to “**Section 18**” federal grant guidelines. Section 18 provides grants which serve as fare subsidies for qualifying individuals who utilize the Whitfield Transportation Service, while Section 18 also regulates how Whitfield County provides public transportation service through the Whitfield Transportation Service.

No duplication exists in the delivery of public transportation services within Whitfield County, due to Whitfield County’s status of as the sole provider of such services.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of public transportation services within Whitfield County, as Whitfield County is the sole provider of said services.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: SOLID WASTE DISPOSAL

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	Enterprise Fund
CITY OF DALTON	Enterprise Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.
Contract	Authority, Whitfield, Dalton	See Exhibit "A"

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
SOLID WASTE DISPOSAL
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia; and

WHEREAS, §§ 36-7-20 through 36-70-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County; and

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County on terms more particularly described in said Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named entities, in consideration of the mutual covenants and promises, contained herein, agree as follows concerning the provision of **Solid Waste Disposal** within Whitfield County:

WITNESSETH

1. Description of current Service Delivery Arrangements.

In 1994 the City of Dalton and Whitfield County, each responding to the continued population and industrial growth of Whitfield County and its municipalities, created a regional solid waste management authority pursuant to the provisions of the **REGIONAL SOLID WASTE MANAGEMENT AUTHORITIES ACT** (O.C.G.A. §12-8-50 et seq). On November 22, 1994 the City of Dalton and Whitfield County completed the formation and activated the **Dalton/Whitfield Regional Solid Waste Management**

Authority (hereinafter the "Authority"). Two (2) initial directors were appointed by each of the City of Dalton and Whitfield County which appointees by a majority vote appointed a fifth director. Each director serves a four (4) year term with the City of Dalton and Whitfield County retaining their respective right to appoint two (2) successor members to the Authority Board.

The purpose of the Authority is to plan, manage and provide financing for Solid Waste Management needs of all residents of Whitfield County, both individual and corporate.

By written contract entered into in December, 1994, the City of Dalton, Whitfield County and the Authority established the rights and obligations of each with regard to the handling of Solid Waste Management in Whitfield County. A correct copy of said contract is attached to this agreement as **Exhibit "A."**

With the signing of the contract the Authority was deeded ownership of all real and personal property of the City of Dalton and Whitfield County previously used by either in the providing of solid waste management services.

The Authority is responsible for operating solid waste management activities for the benefit of the entire county. In addition, the Authority is responsible for planning and engaging in developmental services for future land use as well as closure activities of land fills as the same are filled. The Authority charges users of its services a reasonable and objective fee, applicable to all Whitfield County residents, both individuals and corporate, on an objective and non discriminatory basis. The City of Dalton and Whitfield County are contingently responsible for any Authority costs not covered by Authority income.

The Authority employs and is responsible for its own employees.

Refuse is delivered to Authority landfills or collection points by Whitfield County's individual and corporate citizens, and private waste collection businesses. Municipal waste management employees of the City of Dalton, the City of Cohutta and the City of Varnell deliver the refuse which they independently collect solely within the corporate limits of their respective municipalities.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of solid waste disposal services, as the City of Dalton is the sole provider of said service, only within the corporate limits of the City of Dalton.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

CONTRACT

This Contract, made and entered into as of the _____ day of December, 1994, by and between the DALTON/WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY, a public corporation and instrumentality of the State of Georgia (the "Authority"), created by the provisions of Ga. Laws 1990, p. 412, et seq., WHITFIELD COUNTY, GEORGIA, a political subdivision of the State of Georgia (the "County"), and THE CITY OF DALTON, a Georgia municipal corporation (the "City"),

W I T N E S S E T H :

WHEREAS, City and County, each have, after diligent study and review, heretofore determined that there is a serious need for the formation of a solid waste management authority to study, plan, manage, and provide financing for the County's solid waste management needs; and

WHEREAS, the General Assembly of the State of Georgia, has heretofore enacted the Regional Solid Waste Management Authorities Act ("the Act") pursuant to Ga. Laws 1990, p. 412, et seq., providing for the creation in and for each county and municipal corporation in the State of Georgia a public body corporate and politic to be known as the "Solid Waste Management Authority" or, if any two or more counties or municipal corporations or a combination thereof may jointly form such an authority, the "Regional Solid Waste Management Authority," for such counties and municipal corporations; and

WHEREAS, the City and County, (each, a "Participant" and collectively, the "Participants"), have entered into an Agreement Among Participants, dated as of the 22nd day of November, 1994 (the "Agreement"), providing for the formation and activation of the DALTON/WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY (the "Authority") and the appointment of the Board of directors of the Authority under the terms of the Act; and

WHEREAS, the City and County each have determined that it is in the best interest of their citizens to enter into a Contract with the other and the Authority providing for the operation of the Authority, including the Authority's budget, the services the authority may provide to the Participants, and the means of payment for such services; and

WHEREAS, Art. 9, Sec. 3, Par. 1, of the Constitution of the State of Georgia provides in pertinent part that any county, municipality, or other political subdivision of the State of Georgia may contract for any period not exceeding fifty (50) years with each other or with any public agency, public corporation, or public authority for joint services, for the provision of services,

or for the joint or separate use of facilities or equipment for such activities, services or facilities which the county, municipality, or public authority is authorized by law to undertake or provide;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I
TERMS AND DEFINITIONS

Section 101. Term.

This Contract is dated as of the _____ day of December, 1994, and shall be in effect until the 31st day of December, 2004, and shall constitute a binding obligation of the parties from and after its execution by the last party to execute the same.

Section 102. Definitions.

(a) Those words used herein which are defined in O.C.G.A. Sections 12-8-22 and 12-8-52 shall also have any broader or narrower meaning provided by any future amendments to said Code Sections.

(b) As used herein, the term:

(1) "Act" shall mean that certain Act of the 1990 Session of the Georgia General Assembly compiled and published in Ga. Laws 1990, p. 412, et seq., and codified in Official Code of Georgia Annotated, Section 12-8-50, et seq., as the same may be hereafter amended.

(2) "Closure Budget" shall mean any budget prepared by the Authority pursuant to Section 201.

(3) "Closure Costs" shall mean costs incurred directly by or on behalf of the Authority in connection with the closure as required by law of Municipal Solid Waste Management facilities including, but not limited to, planning and management expenses relating thereto, debt service on Contract Debt incurred to finance such closure, amounts requested to be deposited into any fund or account pursuant to the terms of any law, resolution, loan agreement, or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial, and other services as may be necessary or appropriate in undertaking such closure, post closure expenses as may be reasonably incurred in complying with post closure monitoring as is now or hereafter required by law, and related expenses.

(4) "Contract Debt" shall mean debt incurred by the

Authority for the purpose of financing Operational, Developmental and/or Closure costs, which debt is amortized in excess of a period of one (1) year or which debt requires installment payments on such debt in two (2) or more Waste Service Years.

(5) "Developmental Budget" shall mean budget prepared by the Authority pursuant to Section 201.

(6) "Developmental Costs" shall mean costs incurred directly by or on behalf of the Authority, other than Closure Costs, in connection with the planning and development of Municipal Solid Waste management programs or projects for Participants including, but not limited to, management expenses relating thereto, debt service on Contract Debt incurred to finance Development Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any resolution, loan agreement, or other debt instrument relating to any such Contract Debt, financing expenses, costs in providing engineering, legal, financial, and other services as may be necessary or appropriate to determine the legality and the financial and engineering feasibility of such Municipal Solid Waste management programs or projects and to obtain all licenses, permits, and approvals necessary in connection with the furtherance thereof, and related expenses.

(7) "Monthly Billing Statement" shall mean the written statement prepared or caused to be prepared by the Authority pursuant to Section 304 hereof, which shall show the monthly amount to be paid to the Authority by the Participant.

(8) "Operational Budget" shall mean the budget adopted pursuant to the provisions of Section 201 hereof.

(9) "Operational Costs" shall mean costs incurred in the Authority's operation, including maintenance expenses, relating to the operation and conduct of the day to day business of the Authority during the waste service year, including salaries, fees for legal, engineering, and other services, administrative and general expenses, such reserves and accruals as the Authority may establish from time to time, debt service on Contract Debt incurred to finance Operational Costs, amounts requested to be deposited into any fund or account pursuant to the terms of any Resolution, Loan Agreement, or other debt instrument relating to any such Contract Debt, financing expenses, and all other expenses properly related to the conduct of the affairs of the Authority.

(10) "Participant" shall mean City or County, and "Participants" shall refer to City and County.

(11) "Waste Service Year" shall mean the annual period as established by the Authority from time to time, initially commencing each January 1.

ARTICLE II
CERTAIN OBLIGATIONS OF THE AUTHORITY AND PARTICIPANTS

Section 201. Annual Budgets.

The Authority will prepare and submit to each Participant an Operational Budget, and, if applicable, Developmental Budget, and/or Closure Budget, at least ninety (90) days prior to the beginning of each Waste Service Year. The Participant may then submit to the Authority at any time until such budgets are adopted, any matters or suggestions relating to either budget that the Participant may care to present. The Authority shall then proceed with the consideration and adoption of the budgets not less than thirty (30) nor more than sixty (60) days prior to the beginning of the respective Waste Service Year and shall cause copies of such adopted budgets to be delivered to each Participant. As required from time to time during any Waste Service Year, after thirty (30) days' notice to each Participant, the Authority may adopt an amended Operational Budget, Developmental Budget and/or Closure Budget, for and applicable to such year for the remainder of such year.

Notwithstanding the above, but subject to the provisions of Article V, the Participants shall be responsible for Operational, Developmental, and/or Closure costs of the Authority, as the case may be, only after approval at a regular or special meeting of each Participant of either or all of such budgets, or amendments thereto, and only to the extent of the expenses reflected in such budgets, or amendments thereto.

Section 202. Reports.

(a) The Authority will prepare and issue to each Participant for each month of the Waste Service Year the status of the Operational Budget, Developmental Budget, and the Closure Budget.

(b) The Authority shall furnish each Participant with periodic progress reports as to the status of any planning and development undertaken by the Authority as provided in this Section and the amounts of Development Costs and Closure Costs, if any, paid or incurred therefore by the Authority. On request the Authority shall furnish to the Participants a copy of all engineering, legal, and financial studies and reports prepared by or for the Authority in connection with the planning and developing of a Municipal Solid Waste Service Program pursuant to this Contract.

Section 203. Records and Accounts.

(a) The Authority will keep accurate records and accounts relating to the operations of the Authority. Said

Participant in the following order: (a) the Authority's revenue credit shall first be credited against amounts owed by the Participant for Operational Costs; (b) any balance of such revenue credit shall next be credited against amounts owed by the Participant for Developmental Costs; (c) any balance of such revenue credit shall next be credited against amounts owed by the Participant for Closure Costs.

(b) Should the Authority's revenue credits totally offset amounts owed under any monthly billing statement then the Authority shall not be required to provide the Participant with a monthly billing statement for such month. Should any deficiency remain after the credit of the Authority's revenue credits then such Participant shall be billed for an amount equal to the remaining balance.

(c) For purposes of this section, "revenues" of the Authority shall include, but shall not be limited to, funds received by the Authority which are derived from taxes levied for the specific purpose of funding the acquiring, constructing, improving, expanding, developing, and/or closing of sanitary landfills.

Section 304. Sources of Participant's Payments.

The obligations of each Participant to make its payments to the Authority under this Contract shall constitute general obligations of each Participant for the payment of which the full faith and credit of the Participant shall be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provisions for such payments shall have been made from the available funds of each Participant, the Participants will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of the Participants, then the chief fiscal officer of the Participants shall, in accordance with the provisions of the Act as in effect as of the date of this Contract, set up as an appropriation on the account of the Participants in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation shall have the same legal status as if the Participant had included the amount of the appropriation in its general revenue or appropriation measure.

Section 305. Levy of Tax for Payment.

The Participants shall provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract, and the Authority shall have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Participant sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE IV
DEFAULT

Section 401. Event of Default.

Failure of the Participant to make to the Authority any of the payments for which provision is made in this Contract shall constitute a default on the part of the Participant.

Section 402. Continuing Obligation; Right to Discontinue Service.

In the event of any such default, the Participant shall not be relieved of its liability for payment of the amounts in default, and the Authority shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Participant, and the Authority may, upon sixty (60) days' written notice to the Participant, cease and discontinue providing all or any portion of the Authority's services to such Participant.

Section 403. Other Default by Participant.

In the event of a failure of the Participant to provide for the assessment and collection of an annual tax, as provided in Section 307 hereof, to provide funds sufficient to enable the Participant to pay all amounts due to the Authority under this Contract or in the event of any default by the Participant under any other covenant, agreement or obligation of this Contract, the Authority may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Contract against the Participant.

Section 404. Default by Authority.

In the event of any default by the Authority under any covenant, agreement, or obligation of this Contract, the Participant may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction, and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement, or obligation of this Contract against the Authority.

Section 405. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Authority, and the Participant shall continue as though no such proceedings had been taken.

ARTICLE V
AUTHORIZATION FOR THE AUTHORITY TO INCUR DEBT

Section 501. Financing of Debt.

Each Participant and the Authority agree that the Authority is specifically authorized hereby to incur debt to finance Operational Costs, Developmental Costs, and/or Closure Costs, which debt may be amortized over a period of time.

(a) If such debt is to be amortized wholly within any one (1) Waste Service Year, then the Participants shall not be liable for any such debt unless such debt is reflected in the appropriate authorized and approved budget.

(b) If such debt is to be amortized during two (2) or more Waste Service Years ("Contract Debt") then the Participants shall not be liable for any such debt unless the Authority first obtains the written authorization of each of the Participants.

(c) The Participants acknowledge that their liability for previously authorized Contract Debt shall continue according to the approved terms of such debt notwithstanding the failure of either Participant to approve a subsequent annual Operational, Developmental and/or Closure Budget.

Section 502. Pledge of Revenues.

Each Participant acknowledges and agrees that the Authority may assign and pledge to any person to whom amounts are owing (a "secured party") its right, title, and interest in all or any portion of the payments to be made to the Authority under the provisions of this Contract as the Authority shall deem

appropriate, as security for the payment of approved Debt, and upon such assignment and pledge the Authority may grant to such secured party any rights and remedies herein provided to the Authority.

ARTICLE VI
MISCELLANEOUS GENERAL PROVISIONS

Section 601. Character and Continuity of Service.

The Authority shall not be required to provide, or be liable for failure to provide, service under this contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure.

Section 602. Additional Participants.

The Authority is authorized to accept additional Participants and to make such additional Participants parties to this Contract for all purposes of this Contract under the terms set forth in Section 12-8-54(b) of the Act, which provides for the admission of new Participants upon an affirmative vote of two-third (2/3) of the members of the Board of Directors of the Authority and under conditions, including the assessment of certain contributions or fees, as may be determined by a vote of two-third (2/3) of the members of the Board of Directors of the Authority, in order to compensate the existing Participants for previous costs incurred.

Section 603. Termination of or Amendment to Contract.

Subject to the terms of any debt instrument legally entered into by the Authority, this Contract may be amended by instrument in writing executed with the same formality as this Contract.

Section 604. No Assignment or Transfer.

Except as provided by Section 502 hereof, no parties to this Contract shall be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

ARTICLE VII
SEVERABILITY

In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of

said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the General Assembly and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harm therewith.

IN WITNESS WHEREOF, the DALTON/WHITFIELD REGIONAL SOLID WASTE MANAGEMENT AUTHORITY has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; and each Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to each Participant is hereby acknowledged, all as of the day and year first above written.

APPROVED AS TO FORM:

DALTON/WHITFIELD REGIONAL SOLID
WASTE MANAGEMENT AUTHORITY

By: _____
Chairman

(SEAL)

Attest: _____
Secretary-Treasurer

APPROVED AS TO FORM:

THE CITY OF DALTON, GEORGIA

Attorney for City of
Dalton

By: _____
Mayor

(SEAL)

Attest: _____
Clerk

APPROVED AS TO FORM:

BOARD OF COMMISSIONERS,
WHITFIELD COUNTY, GEORGIA

Attorney for Whitfield
County, Georgia

Herb Martin, Chairman

(SEAL)

Debby Peppers

Ray Nealey

C.G. (Pat) Hicks

Jim L. Smith

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**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: SOIL EROSION PERMIT & ENFORCE

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, Permit Fees
CITY OF DALTON	General Fund, Permit Fees
CITY OF TUNNEL HILL	General Fund
CITY OF COHUTTA	General Fund
CITY OF VARNELL	General Fund

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	
Agreement	Whitfield, Tunnel Hill	Currently effective

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Currently effective agreement between the City of Cohutta and the Georgia Department of Natural Resources; continued provision of these services by the State of Georgia within the City of Varnell.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PUBLIC WORKS
**SOIL EROSION PERMITTING
AND ENFORCEMENT
SERVICE DELIVERY AGREEMENT**

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Soil Erosion Permitting and Enforcement** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

Whitfield County, the City of Dalton, the City of Tunnel Hill and the City of Cohutta, each separately provide soil erosion permitting and enforcement services in specifically designated areas within Whitfield County. Whitfield County provides these services in the nonincorporated areas of Whitfield County, while the City of Dalton, the City of Tunnel Hill

and the City of Cohutta provide these services only within their respective corporate limits. The State of Georgia provides these services within the corporate limits of the City of Varnell.

Whitfield County performs these services through the Whitfield County Building Inspector's Department. The Whitfield County Building Inspector and the Natural Resource Conservation Staff review any project which may require "**land disturbing activities**" prior to issuing development permits, performing all inspections for soil erosion which Whitfield County Development Regulations and Georgia Codes require. The Whitfield County Building Inspector and the Natural Resource Conservation Staff enforce Whitfield County Development Regulations and Georgia Codes through regularly scheduled inspections, inclement weather inspections, and follow-up inspections which occur as a result of citizen complaints.

The City of Dalton performs these services through the City of Dalton's Community Development Department. The Natural Resource Conservation Staff review any project which may require "land disturbing activities" prior to the Community Development Department's issuance of development permits, performing all inspections which City of Dalton Development Regulations and Georgia Codes require. The Dalton Community Development Department and the Natural Resource Conservation Staff enforce Dalton Development Regulations and Georgia Codes through regularly scheduled inspections, inclement weather inspections, and follow-up inspections which occur as a result of citizen complaints.

The City of Tunnel Hill performs these services through an agreement with the Whitfield County Building Inspector's Department. The Whitfield County Building Inspector and the Natural Resource Conservation Staff review any project which may require "land disturbing activities" prior to issuing development permits, performing all inspections for soil erosion which Whitfield County Development Regulations and Georgia Codes require. The Whitfield County Building Inspector and the Natural Resource Conservation Staff enforce Whitfield County Development Regulations and Georgia Codes through regularly scheduled inspections, inclement weather inspections, and follow-up inspections which occur as a result of citizen complaints.

The City of Cohutta performs these services through separate agreements through which the Department of Natural Resources of the State of Georgia performs inspection and enforcement services. Inspections and enforcement occur pursuant to the requirements of Georgia State Codes.

No duplication exists in the provision of soil erosion permitting and enforcement services within Whitfield County, as each local government of Whitfield County provides such services only within clearly defined, non-overlapping boundaries.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of soil erosion permitting and enforcement services within Whitfield County, as each local government of Whitfield County provides such services only within clearly defined, non-overlapping boundaries.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

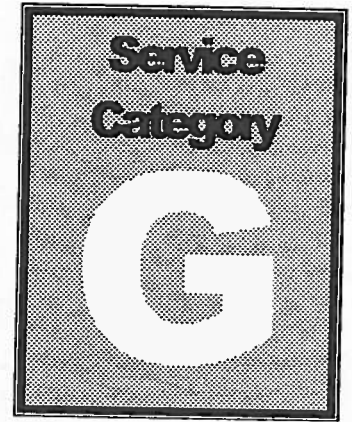
CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:



ECONOMIC DEVELOPMENT

SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: INDUST. & COMMER. DEVELOPMENT

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:

Contracting Parties:

Effective and Ending Dates:

Service Delivery Agreement

Whitfield County, City of Dalton,
City of Tunnel Hill,
City of Cohutta, City of Varnell

June 21, 1999, until
modified by parties.

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Continuation of the informal arrangement for funding between Whitfield County and the City of Dalton, as described in the attached Service Delivery Agreement.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499

Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

PAGE 2 (continued)

ECONOMIC DEVELOPMENT
**INDUSTRIAL AND COMMERCIAL
DEVELOPMENT**
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Industrial and Commercial Development** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton and Whitfield County are the only local governments which provide industrial and commercial development services within Whitfield County. The City of Dalton and Whitfield County provide these services through **The Dalton-Whitfield Chamber of Commerce**, the operations of which the City of Dalton and

Whitfield County have agreed to fund on a 50%-50% basis.

The Dalton-Whitfield Chamber of Commerce provides economic benefits to Whitfield County and all of the municipalities located therein by promoting Dalton and Whitfield County as an attractive relocation site for industries and other businesses. The Chamber of Commerce also assists the economic development of Whitfield County and all of its municipalities by serving as a liaison between business, government, and educational leaders, by monitoring legislation at all levels of government, and by taking a visible position on issues which affect the business climate in Whitfield County and its municipalities, as well as the general economic health of the region.

No duplication exists in the provision of industrial and commercial development services within Whitfield County, due to the provision of such services by a single entity, the Dalton-Whitfield Chamber of Commerce, and the clear and non-overlapping responsibilities of the City of Dalton and Whitfield County in funding the Chamber of Commerce pursuant to their agreement to provide such funding on a 50%-50% basis.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of industrial and commercial development services within Whitfield County, as the City of Dalton and Whitfield County are the only providers of such services within Whitfield County, and the City of Dalton and Whitfield County provide such services through a single entity, the Dalton-Whitfield Chamber of Commerce, pursuant to an agreement which clearly establishes non-overlapping funding responsibilities between them.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey F. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: CONVENTION & TOURISM PROMOTION

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	-- No expenditures --
CITY OF DALTON	General Fund
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Ambler D.A.S.
12/30/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton,	June 21, 1999, until
	City of Tunnel Hill,	modified by parties.
	City of Cohutta, City of Varnell	

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

No other mechanisms will be used to implement the strategy for this service.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499 Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT
CONVENTION AND TOURISM PROMOTION
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-28, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning **Convention and Tourism Promotion** within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The City of Dalton is the sole provider of convention and tourism promotion services within Whitfield County. The City of Dalton provides these services through **The Dalton Convention and Visitors Bureau**, the operations of which the City of Dalton fully funds.

The Dalton Convention and Visitors Bureau provides economic benefits to

Whitfield County and all of the municipalities located therein by promoting Dalton and Whitfield County as an attractive destination for conventions and for visiting tourists. The Convention and Visitors Bureau also assists the economic development of Whitfield County and all of its municipalities by serving as a welcome source of information and assistance to conventioners and tourists who visit Whitfield County, particularly for the first time.

No duplication exists in the provision of convention and tourism promotion services within Whitfield County, due to the City of Dalton's status as the only local government in Whitfield County which funds the Dalton Convention and Visitors Bureau.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the provision of convention and tourism promotion services within Whitfield County, as the City of Dalton is the only the sole provider of said services through its full funding of the Dalton Convention and Visitors Bureau.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party approved and adopted this Service Delivery Agreement.

– ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE –

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *W. Michael Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

**SERVICE DELIVERY STRATEGY
SUMMARY OF SERVICE DELIVERY ARRANGEMENTS**

Instructions:

Make copies of this form and complete one for each service listed on page 1, Section III. Use exactly the same service names listed on page 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD Service: NW GA TRADE & CONVENTION CNTR.

1. Check the box that best describes the agreed upon delivery arrangement for this service:

- Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.)
- Other. (If this box is checked, attach a legible map delineating the service area of each service provider, and identify the government, authority, or other organization that will provide service within each service area.)

2. In developing the strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes No

If these conditions will continue under the strategy, attach an explanation for continuing the arrangement (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, attach an implementation schedule listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority: Funding Method:

WHITFIELD COUNTY	General Fund, Hotel & Motel Tax
CITY OF DALTON	General Fund, Hotel & Motel Tax
CITY OF TUNNEL HILL	-- No expenditures --
CITY OF COHUTTA	-- No expenditures --
CITY OF VARNELL	-- No expenditures --

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

No change.

*Amended
12/20/02*

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name:	Contracting Parties:	Effective and Ending Dates:
Service Delivery Agreement	Whitfield County, City of Dalton, City of Tunnel Hill, City of Cohutta, City of Varnell	June 21, 1999, until modified by parties.
Trade & Convention Cntr. Agreement	Whitfield, Dalton	See Exhibit "A"

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

Continuation of Grant Agreement between the Georgia Department of Community Affairs, the City of Dalton, Whitfield County, and the Northwest Georgia Trade and Convention Center Authority.

7. Person completing form: C. Lee Daniel, III, Whitfield County Attorney

Phone number: (706) 278-4499

Date completed: 6/27/99

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:

ECONOMIC DEVELOPMENT
**NORTHWEST GEORGIA TRADE
AND CONVENTION CENTER**
SERVICE DELIVERY AGREEMENT

THIS SERVICE DELIVERY AGREEMENT, between Whitfield County, a political subdivision of the State of Georgia formed and existing pursuant to the Constitution of the State of Georgia, and the City of Dalton, the City of Cohutta, the City of Tunnel Hill, and the City of Varnell, all being municipal corporations chartered and existing pursuant to the laws of the State of Georgia;

WHEREAS, §§ 36-7-20 through 36-7-028, Official Code of Georgia Annotated, mandate that Whitfield County and all municipalities located therein shall participate in the development of a **Service Delivery Strategy** through which Whitfield County and said municipalities shall create and maintain a service delivery system which is efficient, effective, and responsive to all citizens of Whitfield County;

WHEREAS, § 36-70-24(1), Official Code of Georgia Annotated, mandates that said Service Delivery Strategy shall identify steps which will be taken to remediate or avoid overlapping and unnecessary competition and duplication of service delivery, and that said Service Delivery Strategy shall identify the time frame in which such steps shall be taken; and

WHEREAS, § 36-70-25, Official Code of Georgia Annotated, mandates that said Service Delivery Strategy receive the approval of Whitfield County and the governing authorities of municipalities located within Whitfield County, as is more particularly described in that Code Section;

NOW, THEREFORE, we, the undersigned, being duly authorized to act on behalf of the above-named parties, in consideration of the mutual covenants and promises contained herein, agree as follows concerning the operation of the **Northwest Georgia Trade and Convention Center**, a facility within Whitfield County:

WITNESSETH

1. Description of Current Service Delivery Arrangements.

The maintenance and operation of the Northwest Georgia Trade and Convention Center is governed by an Agreement between the City of Dalton and Whitfield County, styled "**Trade and Convention Center Agreement.**" Said Agreement, which is attached hereto as **Exhibit "A,"** created the Northwest Georgia Trade and Convention

Authority, which, pursuant to the terms of said Agreement, exercises all of the proprietary powers of the City of Dalton and Whitfield County in maintaining and operating the Northwest Georgia Trade and Convention Center, except as otherwise set forth in said Agreement. Nothing in this Service Delivery Agreement shall be construed to alter or amend the terms of the document attached hereto as Exhibit "A" in any manner whatsoever.

The maintenance and operation of the Northwest Georgia Trade and Convention Center is further governed by a Grant Agreement between the Department of Community Affairs of the State of Georgia and the City of Dalton, Whitfield County, and the Northwest Georgia Trade and Convention Center Authority. Said Grant Agreement is attached hereto as **Exhibit "B,"** and is incorporated by reference as if fully set forth herein. Nothing in this Service Delivery Agreement shall be construed to alter or amend the terms of the document attached hereto as Exhibit "B" in any manner whatsoever.

As a first-rate facility for the hosting of trade shows, conventions, and other events, the Northwest Georgia Trade and Convention Center provides a unique economic and cultural development tool for Whitfield County and the municipalities located therein, as well as for the entire Northwest Georgia region.

2. Future Service Delivery Strategy.

The parties hereto agree that the current service delivery arrangements described above are efficient, effective, and responsive to all citizens of Whitfield County. Therefore, the parties hereto agree that no need exists to change said service delivery arrangements.

Further, the parties hereto agree that no duplication exists in the maintenance and operation of the Northwest Georgia Trade and Convention Center, as the funding, maintenance, and operational responsibilities of the City of Dalton and Whitfield County in connection therewith are clearly set forth in the documents attached hereto as "Exhibit A" and "Exhibit B." Further, no other similar publicly maintained and operated facility exists within Whitfield County.

The parties hereto agree that should any party undertake any action which may result in overlapping, competition, or duplication in the current service delivery arrangements or in the future service delivery strategy described in this Service Delivery Agreement, that party shall notify the other parties to this Agreement, so as to facilitate continued compliance with the requirements of Georgia law as referenced above.

IN WITNESS WHEREOF, each of the undersigned has executed this Service Delivery Agreement on behalf of the respective party set forth below, pursuant to the authority granted to each of the undersigned in the resolution by which each party

approved and adopted this Service Delivery Agreement.

- ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE -

WITNESS OUR SIGNATURES, THIS 20TH DAY OF JUNE, 1999.

WHITFIELD COUNTY

BY: *Mike Babb*
W. MICHAEL BABB
CHAIRMAN, WHITFIELD COUNTY
BOARD OF COMMISSIONERS

ATTEST: _____

COUNTY SEAL:

THE CITY OF DALTON

BY: *Jim Middleton*
JIM MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF TUNNEL HILL

BY: *Butch Middleton*
BUTCH MIDDLETON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF COHUTTA

BY: *Don Henderson*
DON HENDERSON
MAYOR

ATTEST: _____

CITY SEAL:

THE CITY OF VARNELL

BY: *Lindsey E. Metcalf*
LINDSEY METCALF
MAYOR

ATTEST: _____

CITY SEAL:

TRADE AND CONVENTION CENTER AGREEMENT

WHEREAS, the City of Dalton, hereinafter referred to as (City), and the County of Whitfield, hereinafter referred to as (County), both of the State of Georgia, have had under discussion, through their governing bodies, the establishment of a joint city-county Trade and Convention Center; and

WHEREAS, such joint arrangement seems the most desirable plan for furnishing said facility; and

WHEREAS, such a plan is authorized by Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia;

NOW, THEREFORE, it is mutually agreed as follows:

City and County agree each with the other to participate as hereinafter provided in the acquisition of a tract of land for the purpose of constructing and operating a Trade and Convention Center thereon and to construct, maintain and operate the facility jointly as hereinafter provided.

The State of Georgia has contributed \$8,228,000 toward the capital cost of construction, improvement and development of the facility, and the City and County shall contribute equally toward all expenses of site acquisition, construction, improvement and development in excess of the amount paid by the State of Georgia and to provide all utilities and street improvements necessary to make the facility operational. The

EXHIBIT "A"

local contribution shall not exceed \$2,750,000 unless authorized by both city and county governing bodies.

The City, through its Building Authority, shall issue bonds to pay the local contribution. The County agrees to reimburse the city one-half of the principal and interest due each year. Title to the land and building will remain with the Building Authority until said bonds are retired, at which time the Authority will convey title to the City of Dalton and Whitfield County as tenants in common.

There is hereby created the Northwest Georgia Trade and Convention Center Authority, hereinafter called Authority. The Authority is created for the purpose of constructing, equipping, maintaining and operating the Trade and Convention Center facility to be ultimately owned by Whitfield County and the City of Dalton, equally, as tenants in common. Authority shall consist of five (5) members as follows: The Administrator of the City of Dalton, the Administrator of Whitfield County and three (3) citizen members who shall be residents of Whitfield County, within or without the corporate limits of the City of Dalton. The terms of office of the members who are the City Administrator and the County Administrator shall be concurrent with their terms as Administrator. The citizen members shall be jointly selected by the Dalton City Council and the Whitfield County Board of Commissioners shall be appointed by concurrent resolutions of those bodies. Of the citizen members first appointed, Rick Myers shall serve for a term beginning March 15, 1988 and ending one (1) year from said date; Julian Saul shall

serve for a term beginning March 15, 1988 and ending two (2) years from said date; and Smith Foster shall serve for a term beginning March 15, 1988 and ending three (3) years from said date. Thereafter, appointees shall serve (3) year terms. Both the original and successor appointees shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired portion of a term left vacant in the same manner as appointments to the Authority are made. Immediately after appointment, the members of the Authority shall enter upon their duties. The Authority shall elect one (1) of its members as chairman, one as vice-chairman, and shall elect a secretary and treasurer. Three (3) members of the Authority shall constitute a quorum. No vacancy on the Authority shall impair the right of the quorum to exercise all the rights and perform all the duties of the Authority. The members of the Authority shall receive no compensation for their services but may be reimbursed by the Authority for their actual expenses necessarily incurred in the performance of their duties. The Authority shall make rules and regulations for its own government. It shall exist for a period of fifty (50) years from the date of the execution of the Agreement creating this Authority.

POWERS OF AUTHORITY. Authority, as except as herein provided, shall acquire necessary property for, establish, construct, enlarge, improve, maintain, equip, operate and regulate the Trade and Convention Center. Authority may exercise on behalf of County and City all of the proprietary

powers of each, except as otherwise provided in this agreement. No real property acquired under this agreement shall be disposed of by Authority by sale except by authority of both the City Council and the County Board of Commissioners; but Authority may lease space, areas, or improvements and grant concessions for trade and convention center purposes or purposes incidental thereto.

The Authority shall have the powers:

1. To acquire by purchase, lease or otherwise and to hold or dispose of personal property of every kind and character for its purposes.
2. To appoint and select officers, agents, and employees, including engineering, architectural and construction experts, fiscal agents, and attorneys, and to fix their compensation.
3. To make contracts and leases and to execute all instruments necessary or convenient for the use of the facilities for a term not exceeding the term of the existence of this Authority.
4. To construct, erect, acquire, own, repair, remodel, maintain, add to, extend, improve, equip, operate and manage all Trade Center facilities.
5. To accept loans and/or grants of money or materials or property of any kind from any governmental subdivision, agency or instrumentality.
6. To do all things necessary or convenient to carry out the powers expressly given herein.

7. To exercise any power usually possessed by private entities performing similar functions, which is not in conflict with the Constitution and laws of the State of Georgia.

BUDGET. Authority shall each year prior to June 1 prepare a budget for trade and convention center finances for the ensuing calendar year. The budget shall be submitted for action to the City Council. The City Council has the power to approve or disapprove and rewrite the budget. The Authority shall operate within the budget as approved by the City. When necessary, City shall contribute to the Authority's budget an amount necessary to underwrite losses incurred by the operation of the facility in an amount up to \$250,000.00 per year. At the end of any fiscal year, any surplus in revenues over the cost of maintenance and operating expenses of the facility shall be used by the Authority to reimburse the city for its contribution toward covering all past budget deficits of the facility incurred in any fiscal year. Any surplus remaining after such payment shall be divided equally between the City and the County.

REPORTS. The Authority shall as soon as possible after the end of each fiscal year prepare and present to City Council and County Board an annual report of its activities and its finances.

TERMINATION. This Agreement shall be in full force and effect for the term of 50 years from the date hereof. Three years in advance of the termination date the Authority shall

prepare and recommend to the City Council and County Board a complete plan for the disposition of or continued use of the Trade and Convention Center facilities.

ENFORCEMENT. Specific performance of the provisions of this Agreement may be enforced against either party by the other party.

AMENDMENTS. This Agreement may be amended in any particular by following the procedure used for the adoption of the agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed in its corporate name by its mayor and clerk and sealed with the corporate seal of the City and County has caused this Agreement to be signed in its corporate name by the Chairman of the Board of County Commissioners and sealed with the official seal of the County.

This 14 day of March, 1988.

James A. Middleton
Mayor, The City of Dalton

Brook W. L.
Chairman, Board of Commissioners

James G. Gamblin

C. G. "Pat" Hicks

Edgar J. Selmer III

Leonard T. Cochran

Harlan Hodfrey

Harold Brooker

William H. Hitt

Jerry Albertson

**STATE OF GEORGIA
COUNTY OF FULTON**

GRANT AGREEMENT

THIS AGREEMENT, made this 21st. day of June, 1988, between the Department of Community Affairs ("DCA") of the the State of Georgia, party of the first part and, as parties of the second part, jointly, the City of Dalton and Whitfield County, political subdivisions of the State of Georgia, ("Local Governments"), and the The Northwest Georgia Trade and Convention Center Authority ("TCA").

WITNESSETH

WHEREAS, Local Governments have contracted with one another to establish jointly a regional trade and carpet exposition center and to create The Northwest Georgia Trade and Convention Center Authority; and

WHEREAS, DCA is empowered to make grants to Local Governments for such purposes, O.C.G.A. § 50-8-8 (a)(6)(J) [Ga. Laws 1988, Act. No. 822, approved February 24, 1988]; and

WHEREAS, the General Assembly appropriated to DCA the sum of \$8,177,000 for a "Grant for Dalton Carpet Exposition at Dalton, Georgia," Ga. Laws, 1988, Act No. 823, Section 13 [approved February 25, 1988]; and

WHEREAS, upon creation of the Northwest Georgia Trade and Convention Center Authority, City of Dalton and Whitfield County delegated to TCA the power and responsibility for site selection, management of construction, and operation of said center, with power to contract in furtherance of these purposes, including power to receive and disburse all funds and execute all documents required of Local Government under this Agreement.

EXHIBIT "B"

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

1. **Grant Applied for, Approved and Accepted.** This instrument documents a grant by DCA to Local Governments. By executing this instrument, Local Governments apply for and agree to accept from DCA the grant herein made, on the terms and conditions herein stated. By its execution, DCA approves the application and agrees to make the grant on the terms and conditions stated.

2. **Amount of Grant.** The amount of the grant shall be \$8,177,000.00.

3. **Purpose of Grant.** The grant shall be used by Local Governments solely for the following purposes:

3.1 The main objective of the grant shall be the establishment of a regional trade center (the "project") primarily serving, but not exclusively serving, the textile and carpet industry of northern Georgia. The project shall be designed, established and operated for this purpose. It shall also be designed, established and operated as a trade center generally serving the region of northern Georgia.

3.2 So long as the purposes described above are not detrimentally affected, Local Governments and TCA may also design, establish and operate the project for other subordinate purposes.

3.3 Local Governments covenant to comply with these purposes in the use of the project for a minimum period of twenty (20) years from the date of the opening of the project or the date of the final payment made hereunder, whichever is later. Provided, however, that the Commissioner or his successor may waive this covenant if, in his sole discretion, events should so warrant. Any waiver shall be in writing.

4. **Use of Funds.** Grant funds may be used solely in the following ways:

4.1 Real property acquisitions, title examinations, and similar matters for project purposes;

- 4.2 Services of registered professional architects or engineers;
- 4.3 Construction, site preparation, landscaping, and equipping facility;
- 4.4 Services necessary to obtaining additional financing;
- 4.5 Similar uses consistent with stated purposes, as permitted by the Commissioner of Community Affairs in writing upon written request of TCA.

5. Payment Schedule and Disbursement Provisions.

5.1 Upon execution of this Agreement, DCA shall tender to TCA an initial payment of \$100,000 for eligible expenses incurred hereunder. The purpose of this initial payment is to allow TCA to manage its cash-flow so as to avoid short-term borrowing costs and avoid any burden which may otherwise result from a once-a-month payment schedule.

5.2 TCA shall submit monthly to DCA requests for grant disbursements based upon certification and proof of work completed or in progress. All payments shall be made by check to The Northwest Georgia Trade and Convention Center Authority. DCA shall make no direct payments to contractors of TCA. TCA may request grant disbursements only to provide for reimbursement of expenses paid and for payments against those expenses for which TCA is committed and for which payment is expected to be made within thirty (30) days of the request.

Alternative payment procedures may be employed with the written approval of the Commissioner of Community Affairs. Any such procedure shall be based upon this agreement and be supplemented by the reimbursement procedures of the Department of Education of the State of Georgia or the Georgia State Financing and Investment Commission ("GSFIC").

5.3 Grant disbursements shall be reduced in the amount of any previous grant disbursements which have not been spent at the time of a request (excluding the amount of the initial payment referenced in paragraph 5.1 herein.) TCA shall notify DCA of any such unexpended funds

when making a request for grant disbursements or 30 days after receipt of such funds, whichever is earlier.

5.4 The grant funds and the local funds earmarked to finance the project shall be used pro rata, concurrently, and grant funds shall not be disbursed and spent first in, first out.

5.5 TCA shall obtain the certificate of its architect before making construction payments and before applying for grant disbursements for construction progress. With each disbursement request, TCA shall certify to DCA the disposition of all prior disbursements and shall certify the basis for the current request.

5.6 Prior to the first disbursement request (excluding the initial payment referenced in paragraph 5.1 herein), TCA shall deliver to DCA and record in the real property records of the Clerk of the Superior Court of Whitfield County an instrument in proper legal form, executed by all necessary parties, and in the following terms:

"The real property described immediately below (the project site) is and shall be subject to covenants running with the land and other terms and conditions by virtue of that certain grant agreement between the Department of Community Affairs of the State of Georgia, party of the first part, The Northwest Georgia Trade and Convention Center Authority, and the City of Dalton, Georgia, and Whitfield County, parties of the second part, jointly, dated the 21st day of June, 1988. An original counterpart of said agreement is on file with each party."

5.7 Prior to the first disbursement (excluding the initial payment referenced in paragraph 5.1 herein), Local Governments shall also tender to DCA:

5.7.1 An attorney's certificate of title to the project site, with a metes and bounds legal description based upon a current plat of survey which is in compliance with the "Plat Act" and is recorded in the real property records of the Clerk of the Superior Court of Whitfield County. This

shall be the "project site." Its ownership and title shall be in the City of Dalton Building Authority pursuant to that certain March 1, 1988 agreement between it and the City of Dalton, Georgia, a copy of which is annexed as Exhibit A but otherwise title shall be in Local Governments or one of them. The certificate shall certify that the project site is encumbered with the covenants running with the land herein described. No other conveyance or ownership is permitted for the period of time referenced in paragraph 3.3 without the written permission of the Commissioner of Community Affairs or his successor.

5.8 TCA shall tender to DCA a complete set of construction plans and specifications for the project on the project site. They shall be under the seal of a registered professional architect, and the project shall be constructed according to them without material change unless prior written permission for deviation is obtained from the Commissioner of Community Affairs.

6. Design and Construction.

6.1 The architect shall design the project to serve the purposes set forth in Paragraph 3 above. The architect shall further be retained by TCA to perform the routine services of an architect to the owner during construction, including in part the certifications required by this agreement.

6.2 TCA shall retain their construction contractor by competitive bidding.

6.3 TCA shall require the contractor to give a performance and payment bond, in the full amount of the project construction cost, proof of which shall be made before payment to contractor commences.

7. Compliance with Laws. Local Governments and TCA represent and warrant that they have fully complied with all applicable laws, regulations, ordinances, trust indentures, bond documents, contracts and other legal requirements in regard to the project and this agreement. They further undertake continuing compliance with all such legal requirements, as a

material condition of this grant.

8. **Audits.**

8.1 TCA shall maintain separate books and records for the receipt, disbursement and application of grant funds and shall account for the project separate from all other activities of Local Governments and TCA. Such books and records shall be created, kept and maintained according to generally accepted governmental accounting standards. Such records shall be available at any reasonable time for audit by DCA during the period of disbursements and for two (2) years from the calendar date of the last grant disbursement by DCA. DCA shall be provided a copy of any annual or other audit relating to the project during such time.

After construction, TCA shall account for the project in a manner consistent with Enterprise Fund Accounting as defined by the following publications: Statement 1, Governmental Accounting and Financial Reporting Principles, National Council on Governmental Accounting, 1979, as adopted by the Governmental Accounting Standards Board and Interpretation 1, Segment Information for Enterprise Funds, National Council on Governmental Accounting, 1980.

8.2 DCA may inspect or audit by the State Auditor, its own staff or otherwise during the period of disbursements and for two (2) years from the date of last disbursement hereunder.

9. **Remedies.**

9.1 DCA may recover the full amount of any grant funds which have been misapplied, together with interest on such funds from date of disbursement at the legal judgment rate then prevailing. For a material breach of this agreement, DCA may recover the full amount of grant funds disbursed, together with interest on such funds from date of disbursement at the legal judgment rate then prevailing.

9.2 Upon any breach hereof, or upon reasonable apprehension of such a breach, DCA may have an injunction against TCA and Local Governments, prohibiting further infractions and providing specific performance of its covenants.

9.3 The Commissioner of Community Affairs, without need of justification other than this paragraph, at any time may demand execution and delivery of a deed to the project site to the State of Georgia. The deed shall convey a possibility of reverter conditioned upon compliance with this agreement. It may be subordinate only to that certain March 1, 1988 agreement between City of Dalton Building Authority and the City of Dalton, Georgia, a copy of which is annexed as Exhibit A and subordinate to agreement with donor of site that site be reconveyed to donor if not used for the project site. It shall otherwise convey marketable, insurable title of the possibility described.

9.4 The remedies expressly set out in this agreement are cumulative of one another and are cumulative of any other remedies at law or in equity to which DCA may be entitled.

10. **No Third Party Beneficiaries.** There are no third party beneficiaries to this agreement. Without limiting the foregoing: Any review, comment or approval by DCA in connection with this agreement is for its own purpose in performing statutory functions in making this grant. No contractor, subcontractor or any other third party may make demand for grant disbursements or otherwise enforce or assert an interest in this agreement.

11. **Risk, Responsibility and the Nature of the Grant.**

11.1 TCA shall undertake the project at its own sole risk and responsibility. Any review, comment or approval by DCA in connection with this agreement is for its own purpose in performing statutory functions in making this grant. Local Governments and TCA shall release, indemnify and hold harmless DCA, the State of Georgia, and their officers, employees and instrumentalities, from all loss or liability in any way connected with the project or this agreement.

11.2 TCA shall maintain the project property fully insured for its replacement value at all times. During construction, this may be by builder's risk insurance, and after acceptance of construction, this may be by local government pooled self-insurance as provided by law.

12. **Implementation by Local Governments.** DCA acknowledges that Local Governments have contracted with one another and TCA for implementation of this grant and may contract with others also in fulfilling its purposes. Such contracts, while not prohibited, shall not diminish or alter the responsibilities of Local Governments and TCA to DCA under this agreement. Local Governments and TCA may make no assignment or transfer of rights or responsibilities under this agreement without written permission of the Commissioner of Community Affairs.

13. **Notice.** Notices under this agreement shall be made by certified mail, return receipt requested, to the following:

Georgia Department of Community Affairs
1200 Equitable Building
100 Peachtree Street
Atlanta, Georgia 30303
Attention: Commissioner of DCA

City of Dalton
City Hall
114 N. Pentz Street
Dalton, Georgia 30722
Attention: City Administrator

Whitfield County Board of Commissioners
Post Office Box 248
Dalton, Georgia 30722-0248
Attention: County Administrator

Northwest Georgia Trade and Convention
Center Authority
Post Office Box 668
Dalton, Georgia 30722

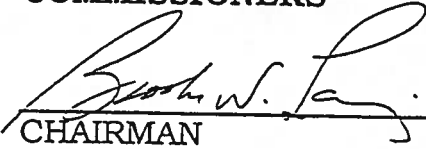
14. **Time of Essence.** Time is of the essence of this agreement.

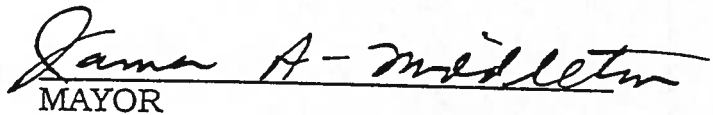
15. **Counterparts.** This agreement is executed and delivered in quadruplicate original counterparts, each of which shall be of equal dignity with the other.

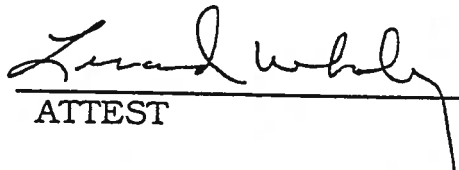
IN WITNESS WHEREOF, the parties hereto have set their hand as of the date first written above.

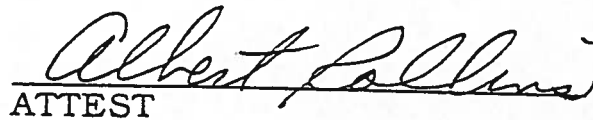
WHITFIELD COUNTY BOARD OF COMMISSIONERS

CITY OF DALTON


CHAIRMAN

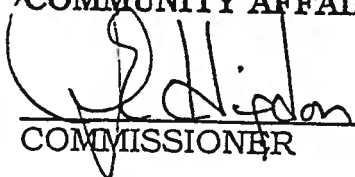

MAYOR

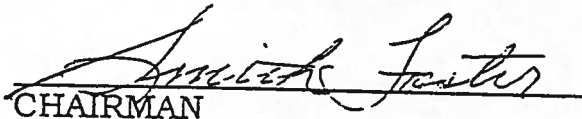

ATTEST

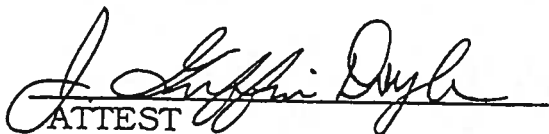

ATTEST

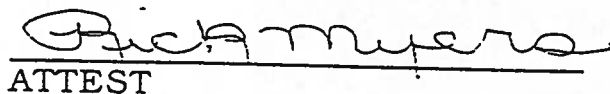
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS

NORTHWEST GEORGIA TRADE AND CONVENTION CENTER AUTHORITY


COMMISSIONER


CHAIRMAN


ATTEST


ATTEST

**SERVICE DELIVERY STRATEGY
SUMMARY OF LAND USE AGREEMENTS**

PAGE 3

Instructions:

Answer each question below, attaching additional pages as necessary. Please note that any changes to the answers provided will require updating of the service delivery strategy. If the contact person for this service (listed at the bottom of this page) changes, this should be reported to the Department of Community Affairs.

County: WHITFIELD

1. What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?

-- SEE ATTACHED PAGE 3A FOR RESPONSE --

2. Check the boxes indicating how these incompatibilities or conflicts were addressed:

- amendments to existing comprehensive plans
- adoption of a joint comprehensive plan
- other measures (amend zoning ordinances, add environmental regulations, etc.)

Note: If the necessary plan amendments, regulations, ordinances, etc. have not yet been formally adopted, indicate when each of the affected local governments will adopt them.

If "other measures" was checked, describe these measures:

-- SEE ATTACHED PAGE 3A FOR RESPONSE --

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

-- SEE ATTACHED PAGE 3A FOR RESPONSE --

4. What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?

-- SEE ATTACHED PAGE 3A FOR RESPONSE --

5. Person completing form: Robert H. Smalley, III, Assistant County Attorney

Phone number: (706) 278-4499

Date completed: June 8, 1999

6. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with land use plans of applicable jurisdictions? Yes No

If not, provide designated contact person(s) and phone number(s) below:

Attached Page 3-A

1. *What incompatibilities or conflicts between the land use plans of local governments were identified in the process of developing the service delivery strategy?*

Response to Question Number 1:

We identified no *per se* conflicts between The Comprehensive Plan for the City of Dalton (also known as "Project 2000") and The Joint Comprehensive Plan for Whitfield County and the Cities of Cohutta, Tunnel Hill, and Varnell. These documents were prepared jointly in that city representatives sat on the committee which prepared the Comprehensive Plan for the County and county representatives sat on the committee which prepared *Project 2000*. Also, the North Georgia Regional Development Center oversaw the development of both plans to ensure, among other things, consistency. The County and each of the municipalities adopted the same Future Land Use Map. Attached hereto as **Exhibit "A"** is a copy of a Joint Resolution of November, 1991, by the City of Dalton and by Whitfield County with regard to cooperation between the two governments on land use issues, annexation, infrastructure, etc.

For purposes of further explanation, since the time of this joint resolution, several factors have changed in several respects. With regard to annexations, the City of Dalton did not annex property after November, 1991, at a rate which concerned Whitfield County or the Whitfield County School System with regard to the tax base. Therefore, the "Enterprise Zone" agreement referenced in Exhibit "A" regarding the addition of city sewer service to such Enterprise Zones in the County has been, to date, only partially fulfilled as it relates to the Cleveland Highway (Georgia State Route 71) corridor. Sewer service has been extended up this corridor through approximately the Dawnville Road intersection.

Probably most importantly for purposes of resolving potential land use conflicts, Whitfield County adopted comprehensive zoning throughout the unincorporated portion of the county in December, 1993. The City of Dalton has had zoning in place since approximately 1969 and the City of Cohutta has had zoning in place since 1986. Potential land use conflicts or incompatibilities between the actual zoning maps (as opposed to the Future Land Use Map) of Dalton and Whitfield County exist to the extent that neither has adopted the Future Land Use Map as its zoning map. Cohutta appears to have substantially adopted its Future Land Use Map as its zoning map. Therefore, the actual zoning maps of, at least, Dalton and Whitfield County conflict, in places, with the Future Land Use Map. When such conflicts have occurred in the past, the respective local governments have instituted either a major or minor amendment to the Comprehensive Plan or have resolved the conflict by denying a requested change to the zoning map. Thus, as of this time, there are no known conflicts between the land use plans of the various jurisdictions. Whitfield County and the City of Dalton intend to work together to issue either a Joint Comprehensive Plan or two separate, but consistent, Plans, effective

after February 28, 2001.

2. Check the boxes indicating how these incompatibilities or conflicts were addressed.

Response to Question Number 2:

No conflicts between the existing land use plans were identified.

3. Summarize the process that will be used to resolve disputes when a county disagrees with the proposed land use classification(s) for areas to be annexed into a city. If the conflict resolution process will vary for different cities in the county, summarize each process.

Response to Question Number 3:

Whitfield County has entered Land Use Classification Objection Dispute Resolution Agreements with the Cities of Cohutta, Dalton, and Tunnel Hill. No agreement has been reached with the City of Varnell as yet, but pursuant to House Bill 699, which passed the General Assembly and was signed into law by Governor Barnes, no such agreement with Varnell is necessary as its population is less than 500 persons according to the 1990 Census.

The agreements in place with the other municipalities are quite similar and copies of these agreements are attached hereto as **Exhibit "B"** [Cohutta]; **Exhibit "C"** [Dalton]; and **Exhibit "D"** [Tunnel Hill]. Essentially, the annexing city notifies the county of the potential annexation and within fifteen days thereafter the county must notify the city of any *bona fide* land use objection to such proposed annexation. The agreement with the City of Dalton provides that the Dalton-Whitfield County Planning Commission will review such proposed annexation before the County must respond. If no agreement is reached upon any such objection, the county and affected city will engage in a formal mediation process involving three Georgia Registered Mediators, one selected by each jurisdiction and one selected by the two mediators. If such objection remains following the mediation, the city may seek a declaratory judgment action in the Whitfield County Superior Court to determine whether the county's objection is, in fact, *bona fide*. If so, the annexation stops; if not, the annexation proceeds. The court process is the final arbiter.

Also, each city with which Whitfield County has an Agreement has affirmed that it will not change the zoning classification of any annexed property, once annexed, for at least one year following annexation. Whitfield County's agreement with the City of Dalton automatically terminates on February 28, 2001, (which is the date upon which the City of Dalton and Whitfield County must have adopted new comprehensive plans) whereas there is no automatic termination date for the agreements with the Cities of Cohutta and Tunnel Hill.

4. *What policies, procedures and/or processes have been established by local governments (and water and sewer authorities) to ensure that new extraterritorial water and sewer service will be consistent with all applicable land use plans and ordinances?*

Response to Question 4:

At present, Whitfield County has only minimal public water and sewer service within the unincorporated portions of the county. A huge portion of the total square mileage of the county is served by neither water nor sewer. Whitfield County has worked with Dalton Utilities to devise a plan to provide public water and, to a lesser degree (primarily because of the mountainous topography) sewer service to the unincorporated portions of the county in four phases over approximately twenty to thirty years. The first quadrant of the county to be served is the west side of the county, primarily because of the existence of a now-closed non-Subtitle D compliant solid waste landfill, the leachate from which may have polluted nearby well water. Lines were laid beginning in April, 1999 as the Westside Water Project commenced.

Whitfield County has recently also entered an agreement with Catoosa County for the provision of public water for a small section of the northwest portion of Whitfield County which, geographically, made sense to be included in that system.

Attached to the **Water Service Service Delivery Agreement** contained in Part III, Section C.1. of this Service Delivery Strategy is a copy of a map showing exactly when, where, and what size water lines will be run in Whitfield County. Any changes in either the written documents or the map will have to be approved by both entities. Therefore, sufficient processes have been established to ensure that new extraterritorial water and sewer service will be consistent with the applicable Comprehensive Plan of, in this case, the host jurisdiction, Whitfield County. New extraterritorial water and sewer service, whether by Dalton Utilities or Catoosa Utilities is welcomed by Whitfield County.

A JOINT RESOLUTION
BY THE CITY OF DALTON AND WHITFIELD COUNTY

TO COOPERATE IN THE IMPLEMENTATION
OF MUTUALLY AGREED UPON POLICIES AND RECOMMENDATIONS
CONTAINED IN THE CITY AND COUNTY COMPREHENSIVE PLANS OF 1991

WHEREAS, the City of Dalton has completed its comprehensive plan entitled "Project 2000: Dalton's Directions for the Future", and such plan meets the requirements of the Georgia Coordinated Planning Act of 1989; and,

WHEREAS, Whitfield County has completed its comprehensive plan entitled "Whitfield County/Tunnel Hill/Varnell/Cohutta Comprehensive Plan of 1991," and such plan meets the requirements of the Georgia Planning Act of 1989; and,

WHEREAS, each comprehensive plan was prepared with the full and joint participation of citizen representatives and contain objectives, policies and recommendations of mutual interest, concern and benefit to both jurisdictions; and,

WHEREAS, specific recommendations of both comprehensive plans will require full cooperation between both jurisdictions to achieve complete and effective implementation;

THEREFORE, BE IT RESOLVED that the City of Dalton and Whitfield County hereby agree to jointly pursue cooperative action on the following issues and recommendations:

1. Land Use

Both the City and County are interested in a land use plan that balances economic development with the protection of the environment and maintaining a quality of life that will continue to promote growth. The City is concerned not only with land use within its jurisdiction, but also in developing fringe areas adjacent to its borders. Land development within these adjacent fringe areas can and does have an impact upon the City and its residents. The County is likewise interested in long-term development of the region. The resources and characteristics of the City are an asset to the County, just as the resources and characteristics of the County are an asset to the City. The City and the County recognize the benefits received from the long cooperation between the County and Dalton Utilities and expect this to continue as long as there is economic justification. A great deal of coordination between the City and the County will be required to continue the preparation of future land use policies and map for the County in general, and in particular for the urbanizing fringe areas adjacent to the City. Therefore, the mutual interests of each jurisdiction must be represented in each comprehensive plan.

EXHIBIT "A"

Each comprehensive plan calls for the preparation of new and/or revised development regulations. In November 1990 the citizens of Whitfield County through a "straw poll" conducted in conjunction with the general election, authorized the County to establish zoning regulations in the unincorporated area. Each jurisdiction agrees to coordinate with preparation of new development regulations, and particularly as it applies to the developing fringe areas adjacent to the City. Each jurisdiction agrees to be guided by the generalized future land use map and adopted policy. Each jurisdiction agrees that land use regulations as applied in the developing fringe area and other areas of mutual interest should strive for compatibility and achieving a "level playing field" in the application of such regulations regarding density, signage control, protecting environmentally sensitive areas, scenic view protection and other development standards to be described in each comprehensive plan. This policy can benefit the general population because it is intended to reduce friction and competition for growth between the two governments and assure attractive, well planned development. It can also reduce land speculation on pockets of county land within the City's boundaries.

2. Infrastructure Development

The City and County have similar perspectives regarding the provision of sewer and water infrastructure. Current policy requires that these services are extended on an as-needed or requested basis when the costs can be covered by those for whom the services are extended. If this policy limits each jurisdiction's ability to implement a long-range future land use plan, the City and County will develop plans to supply financial assistance for capital investment needed for infrastructure extensions when found to be desirable. It will be necessary to develop engineering feasibility studies before prudent planning can be accomplished.

3. Maintaining Adequate Tax Base to Meet Service Needs

Both jurisdictions agree that tax base growth is a crucial element to the continued provisions of quality education in the two school systems. Growth in tax base is also necessary to continue to provide other services deemed to be in the public interest as may be proposed in each comprehensive plan, and to service present and future debt. The City has no desire to outgrow the unincorporated area at the expense of the county school system. Economic development projections indicate the Dalton/Whitfield County area will continue to grow and expand the commercial and industrial tax base. Both jurisdictions believe in the concept of equal opportunity for sharing this tax digest growth.

These growth opportunities for both the City and the areas outside can best be achieved as follow:

- a. The City and County agree to promptly undertake the engineering and design requirements necessary to enable the planners to provide a comprehensive plan for "Enterprise Zones" that can be developed economically. The projected needs of each area will be determined

generally by the land use plan and specifically by the results of the engineering studies and the willingness of individual property owners to assist with financing the costs of service. Such financing arrangements may consist of special tax districts, impact fees, or other methods. In addition, the County will seek State and Federal grants or loan resources to assist with financing these costs. The County will then be able to determine the most practical method of infrastructure development.

- b. The City and County agree that the City's opportunity for tax base expansion lies principally in the developing fringe areas adjacent to the current city limits. There is presently very little vacant land remaining within the boundaries of the City to accommodate new development. If the City is to grow it must annex adjacent land.
- c. Under the above agreed policies, the County would be able to pre-determine the control of provision of sewer and industrial water services to the "Enterprise Zones".

4. Annexation

As stated above, the City has no desire to outgrow the unincorporated area at the expense of the county school system. Even with the acknowledged ameliorating effect of QBE on school digest disparity and the inherent difficulties of formulating and monitoring any type of annexation "cap," the City still recognizes the desire for a good faith effort to institute such a cap. The City agrees that annexation will be accomplished through the use of annexation laws in existence at the time. The City further agrees to modify its current annexation policy to avoid, to the extent practical, annexations which create confusion about the provision of services between the City and the County. Therefore, the City agrees to the following:

- a. To limit the value of property annexed within any single year to less than 2% of the net county school system tax digest.
- b. To monitor the total value of all annexation petitions and cut off annexations for the year when that figure is reached.
- c. That when annexation involves developed property it will extend water, sewer and other services to the annexed property at the expense of the annexed property.
- d. That it will not annex those properties that are identified as part of and included within County "Enterprise Zones" agreed to by both the City and County. These areas will be identified by voluntary participation of individual property owners.

5. Establishment of a Green Belt System

Many areas of Dalton and the developing fringe areas adjacent to Dalton are characterized by areas of natural beauty which are largely unspoiled. These areas consist of mountain slopes, river corridors and flood plains. The City and County agree that these are irreplaceable resources and offer a unique opportunity for recreational, scenic, open space and other natural resource advantages near an urban area. Combined, they can become a part of a greenbelt system that would enhance the quality of life within the region. The City and County agree to further the preservation

of these resources for the above purposes through the application of development regulations and the preparation of recreation master plans for the area that would take them into consideration.

6. Implementation

The implementation of the cooperative actions described in this agreement as well as others of a more general nature identified in the respective comprehensive plans is crucial and should not be left to chance. Therefore, the City and County agree to establish a City/County Coordinating Committee to coordinate jurisdictions concerning ongoing activities and assure continued progress toward implementation. Membership of the Committee shall be determined by each jurisdiction. Initially, the Committee should meet monthly, however this schedule may be adjusted as necessary.

RESOLVED this 4th day of November, 1991.

Whitfield Board of Commissioners

Harold Brooker
HAROLD BROOKER, CHAIRMAN

Jerry Albertson
JERRY ALBERTSON, COMMISSIONER

Leonard Cochran
LEONARD COCHRAN, COMMISSIONER

Brooks Lansing
BROOKS LANSING, COMMISSIONER

Walter Mitchell
WALTER MITCHELL, COMMISSIONER

Dalton City Council

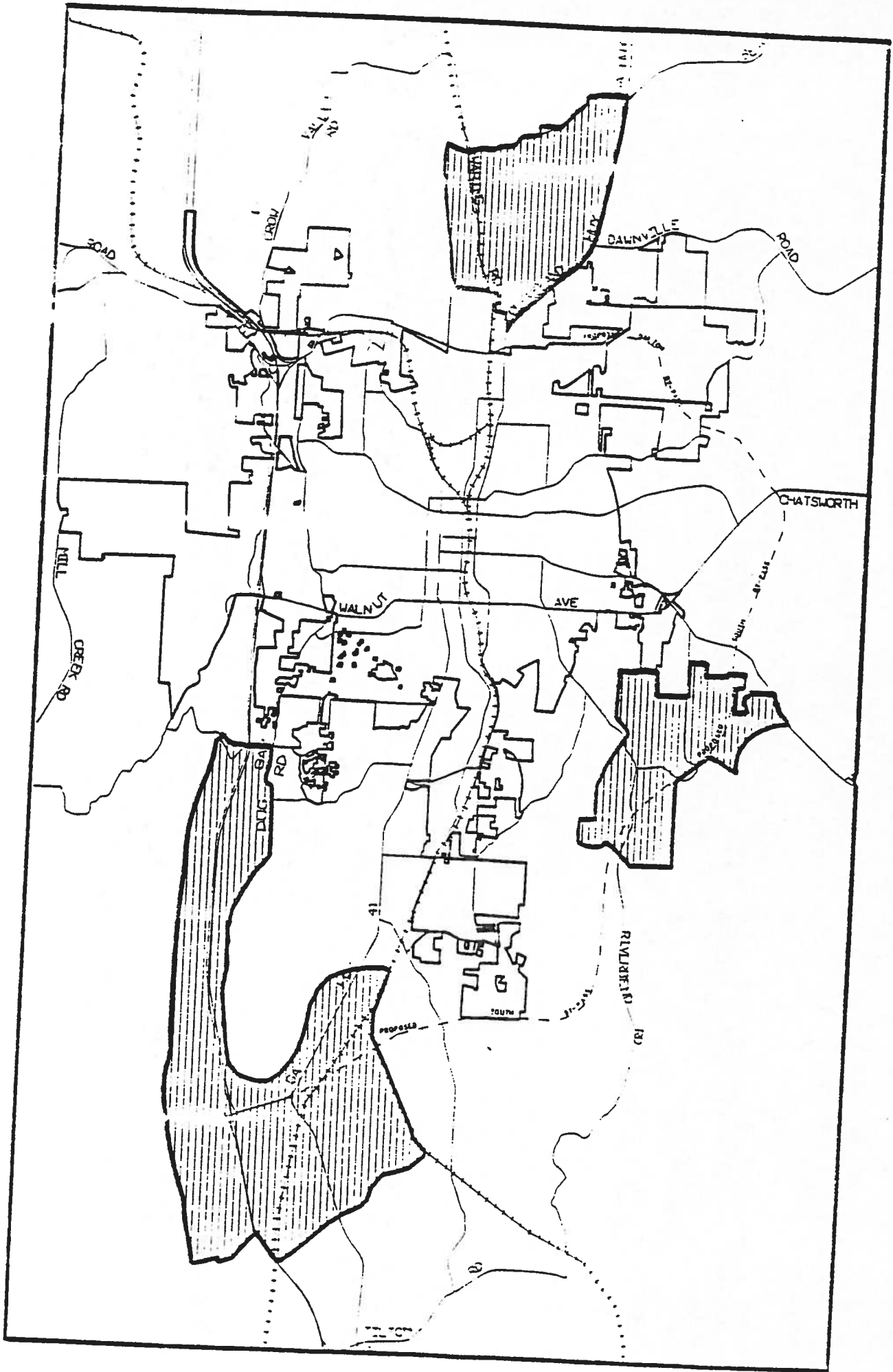
James A. Middleton
JAMES MIDDLETON, MAYOR

James G. Gamblin
JAMES GAMBLIN, COUNCIL

James W. Powell
JAMES POWELL, COUNCIL

Harlan Godfrey
HARLAN GODFREY, COUNCIL

Ray Elrod
RAY ELROD, COUNCIL



ROAD

LADON

WALNUT RD

WALNUT RD

DALNVILLE

ROAD

MILL

ORE RD

WALNUT

AVE

CHATSORTH

DUG GA RD

Site

41

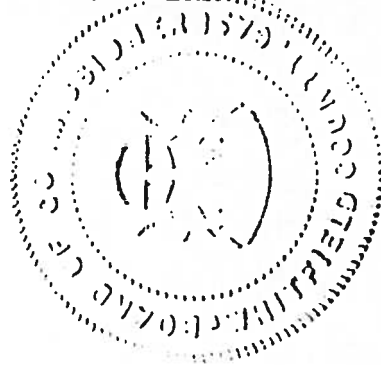
ROAD

RIVERFIELD RD

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true copy of the Joint Comprehensive Plan for Whitfield County and The Cities of Chhatta, Tunnel Hill and Varnell as adopted at the regular meeting of the Board of Commissioners held on the 10th day of March, 1992.

Melva Smith
MELVA SMITH, CLERK



SERVICE DELIVERY STRATEGY Annexation Land Use Dispute Resolution Agreement

Effective as of July 1, 1998, the Municipality of Cohutta and Whitfield County hereby agree to the following process for the resolution of land use disputes regarding annexation:

1. Prior to initiating any formal annexation activities, adopting a resolution of intent to annex, or validating a petition for annexation, the municipality shall notify the county government of a proposed annexation, in writing via certified mail, return receipt requested or by some other method by which receipt may be verified, and will provide information as indicated on Form "A", attached hereto and incorporated herein by this reference.
2. Within fifteen (15) days following the county's receipt of the above information, the county will forward to the municipality a written statement, either:
 - (a) Indicating that the county has no objection to the proposed land use for the subject property and that the annexation process may proceed; or
 - (b) Giving notice of the county's intent to make formal *bona fide land use classification objection(s)** to the municipality's proposed land use classification. Additionally, the county shall provide supporting information regarding its objection(s) as indicated on Form "B", attached hereto and incorporated herein by this reference, within five (5) days following its next regularly scheduled monthly meeting of the Board of Commissioners.
3. If the county has no objection to the municipality's proposed land use or zoning classification, or if the county fails to respond in writing within fifteen (15) days as set forth in **paragraph 2**, the municipality shall be free to proceed with the annexation process and the county thereby waives its right :
 - (a) To invoke the dispute resolution mechanism set forth in this agreement;
 - (b) To stop the annexation; or
 - (c) To object to land use changes after the annexation.
4. Following the county's notification to the municipality of the county's asserted *bona fide land use classification objection(s)**, the municipality shall inform the property

* A Bona Fide Land Use Classification Objection is "an objection to a proposed change in land use which results in a substantial change in intensity of the allowable use of the property, or a change to a significantly different allowable use."

owner of the status of the annexation request and shall respond to the county, in writing, within fifteen (15) days of the municipality's receipt of Whitfield County's objection(s), in one of the following ways:

- (a) By agreeing to implement the county's stipulations and/or conditions and thereby resolving the county's objection(s);
- (b) By agreeing with the county and stopping all action on the proposed annexation;
- (c) By initiating a thirty (30) day (maximum) mediation process to facilitate discussion of the county's objections(s) and possible compromises.

5. If the municipality initiates the mediation process:

- (a) The municipality and county shall agree both upon a qualified and duly registered Georgia mediator and mediation schedule.
- (b) Each party shall reasonably determine its participants or representatives in the mediation, but each party shall designate person(s) who have final authority to act on behalf of the municipality or county at any mediation.
- (c) Should the parties fail to agree upon a mediator, each shall select a duly qualified, registered Georgia mediator and those two (2) mediators shall then select a third duly qualified, registered Georgia mediator. That third mediator shall then conduct the mediation.
- (d) The property owner may be invited to be a participant in the mediation, at the option of either party.
- (e) All costs associated with the mediation shall be borne equally by the parties.

6. If no resolution of the county's objection(s) is forthcoming following the mediation, the municipality may, within thirty (30) days thereafter, elect to seek a Declaratory Judgment in the Whitfield County Superior Court as to whether the county's objection is *bona fide*. Absent agreement reached by the parties, the municipality shall not proceed with the proposed annexation unless it first obtains a judicial determination that no county objection is *bona fide*.

7. Once the county and the municipality reach agreement, the parties will draft an annexation and land use agreement for execution by the municipality, the county government, and the property owner(s) of the subject property.

8. With regard to any annexation, absent consent of Whitfield County, the municipality agrees that it will not consider any application for a rezoning (or map amendment of any sort) for a period of twelve (12) months following the approval of the annexation.
9. If Whitfield County and the municipality shall reach an agreement hereunder which includes any site-specific design stipulation(s) or condition(s):
 - (a) Such agreement shall not be effective without the written consent of the affected land owner(s). Such written consent shall additionally bind the successors, heirs, and assigns of the affected land owner(s).
 - (b) Such agreement shall bind the municipality to enforce any such stipulation(s) or condition(s) regardless of any future changes in zoning classification to the subject property except where the municipality shall have subsequently sought and obtained a written waiver of such stipulation(s) or condition(s) from Whitfield County.
 - (c) Whitfield County shall not issue the written waiver referenced in **paragraph 9(b)** of this Agreement except upon the municipality's request. Whitfield County shall not unreasonably withhold such a written waiver when land-use patterns or other objective factors have changed to the extent that such stipulation(s) or condition(s) are no longer necessary to protect the surrounding land uses or unreasonably burden the affected land owner's use of the property.
 - (d) If the municipality shall determine that Whitfield County has unreasonably withheld consent to the written waiver referenced in **paragraph 9(b)** of this Agreement, the municipality may enforce the terms of **paragraph 9(c)** of this Agreement by petitioning the Whitfield County Superior Court for injunctive relief to compel Whitfield County to issue such a written waiver.
 - (e) If the affected land owner(s) shall fail to implement and/or maintain such stipulation(s) or condition(s), either the municipality or Whitfield County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the affected land owner(s) to compel compliance.
 - (f) If Whitfield County shall determine that the municipality has failed to enforce such stipulation(s) or condition(s), following reasonable notice to the municipality, Whitfield County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the municipality to compel enforcement.

10. Miscellaneous

- (a) This land use dispute resolution agreement shall remain in force and effect until amended by agreement of each party or unless otherwise terminated by operation of law.
- (b) This agreement shall be governed by the laws of the State of Georgia.
- (c) If any portion of this agreement shall be determined to be unlawful or unenforceable in any respect, the remainder of this agreement shall survive in full force and effect.

MUNICIPALITY OF COHUTTA

WHITFIELD COUNTY

By: *[Signature]*
Title:

By: *[Signature]*
Title:

Sworn to and subscribed before me
this 8th day of June, 1998.

Patricia A. Mathis
Notary Public Notary Public, Whitfield County, Georgia
My Commission Expires May 13, 2001
My Commission Expires:

Sworn to and subscribed before me
this 8th day of June, 1998.

Melvin A. Smith
Notary Public
My Commission Expires:

Notary Public, Whitfield County, Georgia
My Commission Expires Oct. 31, 2000

FORM "A"

CITY ANNEXATION NOTIFICATION FORM (to be provided to the county with annexation proposal)

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).
2. How many landowners/parcels will be affected?
3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?
4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.
5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals).
6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by:
Signature

Date:

FORM "B"

COUNTY COMMENTS ON PROPOSED ANNEXATION FORM (to be returned to the city by the county)

1. How is the area proposed to be annexed designated on the county's future use map?
2. What is the current county zoning classification for the area proposed to be annexed?
3. Has the county previously denied requests for a change of zoning (or general land use) classification in the area proposed to be annexed? If so, provide details.
4. How would the city's development controls for the proposed land use classification of the area to be annexed differ from the county's current development controls (i.e., permitted density, allowed uses, required setbacks, height restrictions, permitted signage, etc.)?
5. Would any of the uses allowed under the city's proposed land use classification of the area to be annexed have potentially negative impacts on the surrounding areas? If so, describe these.
6. Identify any county owned public facilities in the area proposed to be annexed.
7. Does the county have *bona fide* land use classification objections to the annexation? If so, list these and attach supporting information as needed to clarify the objections.
8. If the county objects to the city's plans for the area to be annexed, are there any mitigation measures or conditions of development that would allay the concerns? If so, list these.

Form completed by:
Signature

Date:

SERVICE DELIVERY STRATEGY Annexation Land Use Dispute Resolution Agreement

Effective as of July 1, 1998, the City of Dalton (hereinafter "the City") and Whitfield County (hereinafter "the County") hereby agree to the following process for the resolution of land use disputes regarding annexation:

1. Concurrently with the submission of a Petition for Annexation by the City to the Dalton-Whitfield County Planning Commission (hereinafter "the Planning Commission"), the City shall notify the County of such proposed annexation, in writing via certified mail, return receipt requested or by some other method by which receipt may be verified, and will provide information as indicated on Form "A", attached hereto and incorporated herein by this reference. Said Petition shall proceed through Planning Commission review, which shall include its analysis as to whether or not the proposed annexation will result in conflicts with the Future Land Use Map and/or zoning map of either the City or the County, in accordance with the parameters of the definition set forth hereinbelow.
2. Within fifteen (15) days following the County's receipt of the Planning Commission analysis, the County will send to the City a written statement, either:
 - (a) Indicating that the County has no objection to the proposed land use for the subject property and that the annexation process may proceed; or
 - (b) Giving notice of the County's intent to make formal *bona fide land use classification objection(s)** to the City's proposed land use classification. Additionally, the County shall provide supporting information regarding its objection(s), as indicated on Form "B", attached hereto and incorporated herein by this reference, within five (5) days following its next regularly scheduled monthly meeting of the Board of Commissioners.

* A *Bona Fide Land Use Classification Objection* is an objection to a proposed change in land use which results in a substantial change in intensity of the allowable use of the property or a change to a significantly different allowable use. In determining whether a proposed change in land use results in a "substantial change in intensity of use" or "a change to a significantly different use," the parties acknowledge that the following factors are to be considered: [a] whether the allowable use of the property, if annexed and rezoned, would be generally suitable for the site compared to other possible uses and the uses of the zoning of adjacent, abutting, and nearby properties (whether within or without the City limits); [b] whether the allowable use of the property, if annexed and rezoned, would be in conformity with the policy and intent of the Joint Comprehensive Plan for Whitfield County and the cities of Cohutta, Vamell, and Tunnel Hill, as well as the Comprehensive Plan of the City of Dalton ("Project 2000"), either as now written or hereinafter amended; [c] whether there are any other conditions or transitional patterns affecting the use and development of the property sought to be annexed and rezoned; [d] whether the uses permitted in the proposed zoning classification would adversely affect the economic value or the uses of the adjacent, abutting, and nearby properties, whether they are located within or without City; [e] whether the location and inherent characteristics of the property, if annexed and rezoned, would be compatible with the general community development patterns and consistent with the needs of surrounding areas to the property, both within and without the City limits; and [f] whether the property, if annexed and rezoned, would be injurious to the use and enjoyment of the surrounding areas of the property and/or diminish and impair the property values of surrounding areas, whether within or without the City.

EXHIBIT "C"

3. If the County has no objection to the City's proposed land use or zoning classification, or if the County fails to respond in writing within fifteen (15) days as set forth in **paragraph 2**, the City shall be free to proceed with the annexation process and the County thereby waives its right :
 - (a) To invoke the dispute resolution mechanism set forth in this agreement;
 - (b) To stop the annexation; or
 - (c) To object to land use changes after the annexation.

4. Following the County's notification to the City of the County's asserted *bona fide land use classification objection(s)**, the City shall inform the property owner of the status of the annexation request and shall respond to the County, in writing, within fifteen (15) days of the City's receipt of the County's objection(s), in one of the following ways:
 - (a) By agreeing to implement the County's stipulations and/or conditions and thereby resolving the County's objection(s);
 - (b) By agreeing with the County and stopping all action on the proposed annexation;
 - (c) By initiating a thirty (30) day (maximum) mediation process to facilitate discussion of the County's objections(s) and possible compromises.

5. If the City initiates the mediation process:
 - (a) The City and County shall agree both upon a qualified and duly registered Georgia mediator and mediation schedule.
 - (b) Each party shall reasonably determine its participants or representatives in the mediation, but each party shall designate person(s) who have final authority to act on behalf of the City or County at any mediation.
 - (c) Should the parties fail to agree upon a mediator, each shall select a duly qualified, registered Georgia mediator and those two (2) mediators shall then select a third duly qualified, registered Georgia mediator. That third mediator shall then conduct the mediation.
 - (d) The property owner may be invited to be a participant in the mediation, at the option of either party.
 - (e) All costs associated with the mediation shall be borne equally by the parties.

6. If no resolution of the County's objection(s) is forthcoming following the mediation, the City may, within thirty (30) days thereafter, elect to seek a Declaratory Judgment in the Whitfield County Superior Court as to whether the County's objection is *bona fide*. Absent agreement reached by the parties, the City shall not proceed with the proposed annexation unless it first obtains a judicial determination that no County objection is *bona fide*.
7. Once the County and the City reach agreement, the parties will draft an annexation and land use agreement for execution by the City, the County government, and the affected land owner(s) of the subject property.
8. With regard to any annexation, absent consent of Whitfield County, the City agrees that it will not consider any application for a rezoning (or map amendment of any sort) for a period of twelve (12) months following the approval of the annexation.
9. If the County and the City shall reach an agreement hereunder which includes any site-specific design stipulation(s) or condition(s):
 - (a) Such agreement shall not be effective without the written consent of the affected land owner(s). Such written consent shall additionally bind the successors, heirs, and assigns of the affected land owner(s).
 - (b) Such agreement shall bind the City to enforce any such stipulation(s) or condition(s) regardless of any future changes in zoning classification to the subject property except where the City shall have subsequently sought and obtained a written waiver of such stipulation(s) or condition(s) from the County.
 - (c) The County shall not issue the written waiver referenced in **paragraph 9(b)** of this Agreement except upon the City's request. The County shall not unreasonably withhold such a written waiver when land-use patterns or other objective factors have changed to the extent that such stipulation(s) or condition(s) are no longer necessary to protect the surrounding land uses or unreasonably burden the affected land owner's use of the property.
 - (d) If the City shall determine that the County has unreasonably withheld consent to the written waiver referenced in **paragraph 9(b)** of this Agreement, the City may enforce the terms of **paragraph 9(c)** of this Agreement by petitioning the Whitfield County Superior Court for injunctive relief to compel the County to issue such a written waiver.
 - (e) If the affected land owner(s) shall fail to implement and/or maintain such

stipulation(s) or condition(s), either the City or the County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the affected land owner(s) to compel compliance.

- (f) If the County shall determine that the City has failed to enforce such stipulation(s) or condition(s), following reasonable notice to the City, the County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the City to compel enforcement.

10. Miscellaneous

- (a) This land use dispute resolution agreement shall remain in force and effect until February 28, 2001.
- (b) This agreement shall be governed by the laws of the State of Georgia.
- (c) If any portion of this agreement shall be determined to be unlawful or unenforceable in any respect, the remainder of this agreement shall survive in full force and effect.

CITY OF DALTON

By:

Raymond A. Elrod

Title: Mayor Pro Tem

WHITFIELD COUNTY

By:

Mike Babb

~~Leonard Whaley~~ Mike Babb
Title: ~~County Administrator~~ Chairman
Board of Commissioners

Sworn to and subscribed before me
this 28th day of Dec., 1998.

Betty J. Coffey
Notary Public

My Commission Expires:

Notary Public, Whitfield County, Georgia
My Commission Expires Feb. 6, 1999

Sworn to and subscribed before me
this 28th day of December, 1998.

Melvin A. Smith
Notary Public

My Commission Expires:

Notary Public, Whitfield County, Georgia
My Commission Expires Oct. 31, 2000

FORM "A"

CITY ANNEXATION NOTIFICATION FORM (to be provided to the county with annexation proposal)

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).
2. How many landowners/parcels will be affected?
3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?
4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.
5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals).
6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by:
Signature

Date:

FORM "B"

COUNTY COMMENTS ON PROPOSED ANNEXATION FORM (to be returned to the city by the county)

1. How is the area proposed to be annexed designated on the county's future land use map?
2. What is the current county zoning classification for the area proposed to be annexed?
3. Has the county previously denied requests for a change of zoning (or general land use) classification in the area proposed to be annexed? If so, provide details.
4. How would the city's development controls for the proposed land use classification of the area to be annexed differ from the county's current development controls (i.e., permitted density, allowed uses, required setbacks, height restrictions, permitted signage, etc.)?
5. Would any of the uses allowed under the city's proposed land use classification of the area to be annexed have potentially negative impacts on the surrounding areas? If so, describe these.
6. Identify any county owned public facilities in the area proposed to be annexed.
7. Does the county have *bona fide* land use classification objections to the annexation? If so, list these and attach supporting information as needed to clarify the objections.
8. If the county objects to the city's plans for the area to be annexed, are there any mitigation measures or conditions of development that would allay the county's concerns? If so, list these.

Form completed by:
Signature

Date:

SERVICE DELIVERY STRATEGY Annexation Land Use Dispute Resolution Agreement

Effective as of July 1, 1998, the City of Tunnel Hill (hereinafter "the City") and Whitfield County (hereinafter "the County") hereby agree to the following process for the resolution of land use disputes regarding annexation:

1. Prior to initiating any formal annexation activities, adopting a resolution of intent to annex, or validating a petition for annexation, the City shall notify the County of a proposed annexation, in writing via certified mail, return receipt requested or by some other method by which receipt may be verified, and will provide information as indicated on **Form "A"**, attached hereto and incorporated herein by this reference.

2. Within fifteen (15) days following the County's receipt of the above information, the County will forward to the City a written statement, either:
 - (a) Indicating that the County has no objection to the proposed land use for the subject property and that the annexation process may proceed; or
 - (b) Giving notice of the County's intent to make formal *bona fide land use classification objection(s)** to the City's proposed land use classification. Additionally, the County shall provide supporting information regarding its objection(s), as indicated on **Form "B"**, attached hereto and incorporated herein by this reference, within five (5) days following its next regularly scheduled monthly meeting of the Board of Commissioners.

3. If the County has no objection to the City's proposed land use or zoning classification, or if the County fails to respond in writing within fifteen (15) days as set forth in **paragraph 2**, the City shall be free to proceed with the annexation process and the County thereby waives its right :
 - (a) To invoke the dispute resolution mechanism set forth in this agreement;
 - (b) To stop the annexation; or
 - (c) To object to land use changes after the annexation.

4. Following the County's notification to the City of the County's asserted *bona fide land use classification objection(s)**, the City shall inform the property owner of

* A *Bona Fide Land Use Classification Objection* is "an objection to a proposed change in land use which results in a substantial change in intensity of the allowable use of the property, or a change to a significantly different allowable use."

EXHIBIT "D"

the status of the annexation request and shall respond to the County, in writing, within fifteen (15) days of the City's receipt of the County's objection(s), in one of the following ways:

- (a) By agreeing to implement the County's stipulations and/or conditions and thereby resolving the County's objection(s);
- (b) By agreeing with the County and stopping all action on the proposed annexation;
- (c) By initiating a thirty (30) day (maximum) mediation process to facilitate discussion of the County's objections(s) and possible compromises.

5. If the City initiates the mediation process:

- (a) The City and County shall agree both upon a qualified and duly registered Georgia mediator and mediation schedule.
- (b) Each party shall reasonably determine its participants or representatives in the mediation, but each party shall designate person(s) who have final authority to act on behalf of the City or County at any mediation.
- (c) Should the parties fail to agree upon a mediator, each shall select a duly qualified, registered Georgia mediator and those two (2) mediators shall then select a third duly qualified, registered Georgia mediator. That third mediator shall then conduct the mediation.
- (d) The property owner may be invited to be a participant in the mediation, at the option of either party.
- (e) All costs associated with the mediation shall be borne equally by the parties.

6. If no resolution of the County's objection(s) is forthcoming following the mediation, the City may, within thirty (30) days thereafter, elect to seek a Declaratory Judgment in the Whitfield County Superior Court as to whether the County's objection is *bona fide*. Absent agreement reached by the parties, the City shall not proceed with the proposed annexation unless it first obtains a judicial determination that no County objection is *bona fide*.

7. Once the County and the City reach agreement, the parties will draft an annexation and land use agreement for execution by the City, the County government, and the affected land owner(s) of the subject property.

8. With regard to any annexation, absent consent of Whitfield County, the City agrees that it will not consider any application for a rezoning (or map amendment of any sort) for a period of twelve (12) months following the approval of the annexation.
9. If the County and the City shall reach an agreement hereunder which includes any site-specific design stipulation(s) or condition(s):
 - (a) Such agreement shall not be effective without the written consent of the affected land owner(s). Such written consent shall additionally bind the successors, heirs, and assigns of the affected land owner(s).
 - (b) Such agreement shall bind the City to enforce any such stipulation(s) or condition(s) regardless of any future changes in zoning classification to the subject property except where the City shall have subsequently sought and obtained a written waiver of such stipulation(s) or condition(s) from the County.
 - (c) The County shall not issue the written waiver referenced in *paragraph 9(b)* of this Agreement except upon the City's request. The County shall not unreasonably withhold such a written waiver when land-use patterns or other objective factors have changed to the extent that such stipulation(s) or condition(s) are no longer necessary to protect the surrounding land uses or unreasonably burden the affected land owner's use of the property.
 - (d) If the City shall determine that the County has unreasonably withheld consent to the written waiver referenced in *paragraph 9(b)* of this Agreement, the City may enforce the terms of *paragraph 9(c)* of this Agreement by petitioning the Whitfield County Superior Court for injunctive relief to compel the County to issue such a written waiver.
 - (e) If the affected land owner(s) shall fail to implement and/or maintain such stipulation(s) or condition(s), either the City or the County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the affected land owner(s) to compel compliance.
 - (f) If the County shall determine that the City has failed to enforce such stipulation(s) or condition(s), following reasonable notice to the City, the County may enforce the agreement by petitioning the Whitfield County Superior Court for injunctive relief against the City to compel enforcement.
10. Miscellaneous
 - (a) This land use dispute resolution agreement shall remain in force and

effect until amended by agreement of each party or unless otherwise terminated by operation of law.

- (b) This agreement shall be governed by the laws of the State of Georgia.
- (c) If any portion of this agreement shall be determined to be unlawful or unenforceable in any respect, the remainder of this agreement shall survive in full force and effect.

CITY OF TUNNEL HILL

WHITFIELD COUNTY

By: W E Middleton
Title: MAYOR

By: Mike Babb
Title: _____

Sworn to and subscribed before me
this 25th day of June, 1998.

Patricia A. Mathis
Notary Public
My Commission Expires:

Notary Public, Whitfield County, Georgia
My Commission Expires May 13, 2001

Sworn to and subscribed before me
this 8th day of June, 1998.

Melva A. Smith
Notary Public
My Commission Expires:

Notary Public, Whitfield County, Georgia
My Commission Expires Oct. 31, 2000

FORM "A"

CITY ANNEXATION NOTIFICATION FORM (to be provided to the county with annexation proposal)

1. Describe the location of the area to be annexed or attach a clear map indicating the location (if not previously provided to the county with the notice of proposed annexation).
2. How many landowners/parcels will be affected?
3. How does the city propose to designate this area on its future land use map and/or zoning map if the annexation occurs?
4. Attach a copy of the sections of the city development ordinances that identify permitted uses for this proposed land use classification.
5. Describe the development plans for the area proposed to be annexed (if the property owner(s) in the area have initiated specific development proposals).
6. Indicate any special measures to be implemented or conditions of development that will be imposed on the properties to be annexed to mitigate negative impacts of the annexation proposal on surrounding properties.

Form completed by:
Signature

Date:

FORM "B"

COUNTY COMMENTS ON PROPOSED ANNEXATION FORM (to be returned to the city by the county)

1. How is the area proposed to be annexed designated on the county's future land use map?
2. What is the current county zoning classification for the area proposed to be annexed?
3. Has the county previously denied requests for a change of zoning (or general land use) classification in the area proposed to be annexed? If so, provide details.
4. How would the city's development controls for the proposed land use classification of the area to be annexed differ from the county's current development controls (i.e., permitted density, allowed uses, required setbacks height restrictions, permitted signage, etc.)?
5. Would any of the uses allowed under the city's proposed land use classification of the area to be annexed have potentially negative impacts on the surrounding areas? If so, describe these.
6. Identify any county owned public facilities in the area proposed to be annexed
7. Does the county have *bona fide* land use classification objections to the annexation? If so, list these and attach supporting information as needed to clarify the objections.
8. If the county objects to the city's plans for the area to be annexed, are there any mitigation measures or conditions of development that would allay the county's concerns? If so, list these.

Form completed by:
Signature

Date:



**SERVICE DELIVERY STRATEGY
CERTIFICATIONS**

Instructions:

This page must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having 1990 populations of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 1990 population of between 500 and 9,000 residing within the county. Cities with 1990 populations below 500 and authorities providing services under the strategy are not required to sign this form, but are encouraged to do so. Attach additional copies of this page as necessary.

SERVICE DELIVERY STRATEGY FOR WHITFIELD COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2)); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

SIGNATURE:	NAME: (Please print or type)	TITLE:	JURISDICTION:	DATE:
<i>W. Michael Babb</i>	W. Michael Babb	Chairman, Whitfield County Board of Commissioners	Whitfield County	6-25-99
<i>Jim Middleton</i>	Jim Middleton	Mayor	City of Dalton	6-25-99
<i>Butch Middleton</i>	Butch Middleton	Mayor	City of Tunnel Hill	6-25-99
<i>Don Henderson</i>	Don Henderson	Mayor	City of Cohutta	6-25-99